Cases Reported this Week.

The Solicitors' Journal and Reporter.

LONDON, JULY 28, 1888.

CURRENT TOPICS.

THE PRESENT ARRANGEMENT for the transaction of the business of the courts during the ensuing vacation appears to be that Mr. Justice DENMAN will take the earlier half of the vacation, and Sir JAMES HANNEN the later half. It is also stated that there will be no sittings in court for chancery business, but that all vacation business will be taken in chambers. Considering the amount and importance of chancery vacation business, it would appear almost incredible that the judges should have come to this decision. We hope, when the vacation notice is published, to see that the present intention in this respect has been altered.

ON THE HEARING of a case of will construction in Court of Appeal No. 2 on Wednesday, it appeared that a sufficient number of copies of the will for the use of the judges had not been provided, and the reason assigned was that the cost of so many copies would not be allowed on taxation. Lord Justice COTTON said that he had stated on a previous occasion, and desired to repeat it, that the taxing master would always allow the cost of copies for the use of the court of a document which had to be construed, though he would not allow the cost of copies of other documents. It is desirable that solicitors should bear this distinction in mind.

THE COURT OF APPEAL have instituted a useful reform. It will be remembered that, in the report of the joint committee of the Bar Committee and the Incorporated Law Society, it is stated that "the officials of the Court [of Appeal] are often unable to say until the rising of the court on one day what list (final, interlocutory, &c.) will be proceeded with on the following morning. This appears to depend on the arrangements made by the court immediately before rising." It is now intimated that information as to the next day's Appeal Court Paper can be obtained at two o'clock every day, in Room 136, from the clerk in charge of the appeal list. We believe that the intention is that the judges shall settle the next day's paper during the midday adjournment. It must be remembered, however, that the list can only be approximately settled at this time, and therefore cannot be published as a perfect list.

THE SOLICITORS BILL passed through committee in the House of Lords last week, after a vigorous attack had been made by Lord BRAMWELL on the proposal for constituting the Discipline Committee. He characterized the proposal as a "most extraordinary one," and referred to "persons for whom the ordinary tribunals of the country were not good enough"; but his main objection seemed to be that the committee were "to act in secret." He does not seem to have considered that the master also practically acts in secret. Happily the objection was overruled, but the learned lord succeeded in obtaining the insertion of a proviso that "any person who, but for this Act, would have been entitled to apply to the court to strike a solicitor off the roll of solicitors, or to apply to require a solicitor to answer allegations contained in an affidavit, shall be entitled so to apply, although the committee is of opinion that there is no *primâ facie* case of misconduct against the solicitor, and shall be entitled to be heard if the society brings the report of the committee before the court." We imagine that nothing else than the greater part of this was ever intended, but it was no doubt satisfactory to the mover to have the matter expressly provided for. We do not, however, understand the justice or meaning of the portion of the proviso enabling a person to apply to the court to require a solicitor to answer allegations, when the solicitor has already answered the allegations to the satisfaction of the Discipline Committee. Who is to inquire afresh into the allegations?

AT THE TIME when the Rules of December, 1885, were promulgated we took occasion to remark on the unfairness, as well as inconvenience, of rule 14 of those orders, which is now ord. 38, r. 19*a*, of R. S. C., 1883. The rule in question has reference to the verification of the signature of a person to his consent to act as a new trustee, and it provides that it shall be verified by the signature of *his solicitor*, but a form is given which raises the strongest inference that the signature of any solicitor is sufficient, and that it is not necessary for the proposed new trustee to employ a solicitor for the particular purpose. Questions have from time to time cropped up turning on the apparent discrepancy between the rule and the form appended to it, but we are not aware that any authoritative decision on the point is reported. Mr. Justice CHITTY, on Friday, the 20th inst., had a case brought before him in which the consent to act as a new trustee was verified by the signature of a solicitor who, it was stated in court, was solicitor to the petitioners, and who would in the future act as solicitor to the trustees. His lordship considered the verification in this case to be sufficient. Although this decision is not binding, so as to enable the verification by the proposed new trustee's own solicitor to be in all cases dispensed with, it is useful as affirming as a principle that the rule, as read with the form, is not so peremptory as the rule taken alone.

THE CASE OF *Kinnaird* v. *Trollope*, decided last week by Mr. Justice STIRLING, raised a curious point in the law of mortgages. As a rule, the assignee of an equity of redemption stands in the position of the mortgagor; he takes the property subject to the mortgage, and, if it is of sufficient value, he can obtain further loans upon it. In the above case the assignee, who took subject to a mortgage for £12,000, borrowed from the same mortgagees a further sum of £8,000, and covenanted that the property should not be redeemed except upon payment of both sums. So long as the matter remained between the mortgagees and the assignee of the equity of redemption this was perfectly good, but it did not allow for possible rights in the original mortgagor. Subsequently the property became depreciated in value, and the mortgagees sued the mortgagor for £12,000, at the same time intending to retain the property to meet the further charge of £8,000. But at this point the dormant rights of the mortgagor revived; upon payment of the money he became entitled to a reconveyance, and only upon the terms of such reconveyance would payment be ordered. The effect of this is clear: upon paying the £12,000 he becomes owner of the estate, subject, however, to his own grant—viz., the grant of the equity of redemption. He stands in the place of the mortgagee, being in turn liable to be redeemed upon payment to himself of the £12,000. Clearly, then, his position, which is thus good against his own grantee, cannot be prejudiced by anything that grantee has done—cannot, that is, be prejudiced by any charge he has created on the equity of redemption. The point of the case is, that upon parting with the equity of redemption the mortgagor does not finally lose his right to redeem; so long as he is not sued, indeed, he has no interest in the property, but immediately that takes place there comes in the rule of equity that he shall not pay without having a reconveyance. Being thus admitted once more into the number of those who can redeem, he comes within the doctrine of *Pearce* v. *Morris* (18 W. R. 196, 5 Ch. App. 227), and the reconveyance must be made to him, subject to outstanding equities. Among these is the equity which he has himself assigned, but in priority to which he now stands. This method of applying the law should be of value to mortgagors who have assigned their property, taking from the assignee an indemnity which afterwards turns out to be worthless. It at least secures for them priority to any charges he may have created.

The report of the committee appointed by the Treasury to inquire into the system of conducting the legal business of the Government, of which Sir Henry James was chairman, and Mr. H. Fowler and Mr. John Hollams active members, contains some remarkable evidence. The cost of the solicitors' staff of the London and North-Western Railway, which does all the legal business of that great company, was stated by Mr. Fowler to be (exclusive of the solicitor's salary) £7,000. The cost of the Treasury solicitors' staff, which transacts all contentious business of a civil character by agents, and conducts local prosecutions on the same system, is put (exclusive of the Treasury solicitor's salary) at £18,910. Other portions of the evidence might furnish the witty author of the work on "The Organization of a Solicitor's Office" with materials for a new chapter headed "The Fossil Office." No shorthand writers or law stationers are employed, and there is a staff of ten writers permanently employed. The telephone has not been introduced into the office, and in order to maintain communication in London seven messengers are employed at a cost of £726. If one of these messengers requires a cab, he has to obtain the permission of Sir A. K. Stephenson by means of a personal interview before calling the cabby. Each messenger receives an extra allowance for (*inter alia*) "cleaning ink-pots and dusting books." The purport of the committee's chief recommendation is the gradual reorganization of the office on the same footing as an ordinary large solicitor's office in London. They recommend that "as soon as there are members of the staff capable of conducting causes of a contentious character [is not this rather severely satirical?], the business now performed by the Treasury agents, Messrs. Hare & Co., should be carried on within the department, under the direct supervision of the Treasury solicitor," and that no new appointment should be made to the staff of the Treasury solicitor's department except with the view of its thorough reorganization. "In making any new appointments regard should be had to the desirability of conducting the contentious business of the department by the solicitor's staff under his immediate direction, and therefore a practical knowledge of the practice of the different courts should be a necessary qualification for admission to the department." They add that "It is difficult to define the exact number of persons required to discharge the duties of the department, but, as far as they can judge, your committee are of opinion that if the department were now to be established for the first time it should consist of the solicitor, who should perform the duties now discharged by Sir A. K. Stephenson, three assistant solicitors, five clerks possessing qualifications similar to those possessed by managing clerks in a London solicitor's office, and such number of other clerks as may be found necessary to discharge the labours of the office." Upon the important question of the employment of local agents some rather surprising evidence was given by Mr. Justice Wills. He says that he has formed "a very unfavourable opinion of the general manner" in which criminal prosecutions are conducted on behalf of the Public Prosecutor. He thinks "it would be a very much better system to put the prosecution really into the hands of local persons on terms which would secure their proper attention." He was not, however, very definite in his facts, and we think must have generalized from a very limited number of instances. His evidence in this respect was strongly combatted by Sir A. K. Stephenson, who said that, "taking them altogether, I have found that the work has been done in a most satisfactory way by my agents." The committee express no opinion upon this matter.

The Land Charges Registration and Searches Bill has emerged from the Select Committee in a considerably altered form. In the first place, the registers to be established and kept are assigned to the Office of Land Registry instead of to the Central Office. This change is presumably made in view of the passing of a Land Transfer Bill at some future period, but in the meantime it will add to the trouble of searching and entry. As a consequence of this change, the provisions relating to registration of writs and orders affecting land are remodelled, and it is also now provided that "registration of a writ or order [appointing a receiver] in pursuance of this section shall have the same effect as, and make unnecessary, registration thereof in the Central Office of the Supreme Court of Judicature in pursuance of any other Act," and that "every writ and order affecting land, and every delivery in execution or other proceeding taken in pursuance of any such writ or order, or in obedience thereto, shall be void as against a purchaser for value of the land unless the writ or order is for the time being registered in pursuance of this Act," with provisoes exempting from the operation of this provision writs or orders registered at the commencement of the Act in pursuance of 27 & 28 Vict. c. 112, or a proceeding then registered as *lis pendens*. The provisions with regard to the registration of receiving orders and deeds of arrangement remain substantially the same, except that a time of grace of one year is allowed for the registration of deeds of arrangement made before the commencement of the Act. As regards land charges created before the Act, the provision in the original Bill enforcing their registration by providing that, "after the expiration of one year from the first assignment, transfer, or devolution, occasioned either by act *inter vivos*, or by death, or operation of law, made or occurring after the commencement of this Act, of a land charge created before the commencement of this Act, the person entitled thereto shall not be able to recover the same, or any part thereof, as against a purchaser for value of the land charged therewith, or of any interest in such land, unless such entry of such land charge is made in the registry of land charges prior to the time of the purchase," is now restricted to "the expiration of one year from the first assignment by act *inter vivos* occurring after the commencement of this Act," and the registration may now be made before the "*completion* of the purchase." The provision as to the making of rules by a "tribunal" somewhat resembling that under the Solicitors' Remuneration Act has disappeared, and it is now provided that the rules may be made by the Lord Chancellor, with the concurrence of the Treasury as to fees. The Bill was in the Orders of the Day for third reading in the House of Lords on Thursday.

A claim of a novel kind was made in the recent action of *Tudball* v. *Medlicott*, before Mr. Justice Kekewich, and was resisted by him as an attempt to burden still further the already over-burdened trustee. It is a little startling, indeed, that a trustee should be compelled out of his own pocket to provide funds to carry on litigation which he has every reason to expect will fail. Such, however, broadly stated, was the nature of the case, and we are not surprised at the reception it met with at the hands of the judge. As a rule, of course, a trustee who has to carry on litigation for the recovery or preservation of the trust estate has funds in his hands which he can use for the purpose; but in the absence of these it seems proper for the *cestui qui trust*, who is the person really interested, to take the initiative, and to obtain leave to use the trustee's name, upon giving him a proper indemnity (Lewin, 8th ed., p. 853). Of course, he could not use the trustee's name without such leave, and so it was remarked in *Crossley* v. *Crowther* (9 Hare, 386); but, on the other hand, the trustee cannot refuse the leave, and also decline to sue himself. Indeed, in *Foley* v. *Bucknell* (1 Bro. C. C. 277) Lord Thurlow said that any person, however remotely interested, might compel the trustees to assert their legal property; and in *Kirby* v. *Marle* (3 Y. & C. 295) Mr. Baron Alderson required a trustee to sue upon a covenant without being first set in motion by an indemnity. But while these cases may have given some colour to the claim in question, yet it would have been a strong measure to regard them as requiring a trustee to conduct at his own expense speculative actions, or, in the alternative, be responsible for the value of the property at stake. We may notice that Mr. Justice Kekewich had an easier ground for his decision in the fact that the trustees did not take the legal estate, but in giving his opinion upon what was really the important point in the case he did a service to trustees, and set an example which, as we have often remarked, might well be more frequently followed.

The case of *Jenner-Fust* v. *Needham* (34 W. R. 709, 32 Ch. D. 582), in which the Court of Appeal decided that a mortgagee is not entitled to rents received by a receiver between the date of the chief clerk's certificate under a foreclosure judgment and the day fixed for redemption without bringing them into account, has given rise to some embarrassment in the numerous foreclosure actions in which, at the present day, it is the practice to appoint a receiver.

Mr. Justice North on Tuesday last, in a case of *Carr* v. *The Cumberland Benefit Building Society*, devised a plan which, to some extent, meets the difficulty which would otherwise arise by reason of the opening of the account by the *interim* receipt of rents by a mortgagee in possession. In this case, on the submission of the mortgagee to go out of possession, the learned judge appointed a receiver of the rents, with the direction that he should pay his receipts into court. The action being one for redemption, leave was given for the person redeeming, or for the defendant in case of dismissal of the action, to apply for payment out to him of the fund in court. By this means the *interim* rents are taken away from consideration and can be ultimately dealt with in accordance with the decision in *Jenner-Fust* v. *Needham*.

We printed last week a letter from Mr. Macarthur, in which he protested against the ruling of the president at the recent meeting of the Incorporated Law Society, declining to put "the previous question," which had been duly moved and seconded, to the vote. This week we print a letter in which the president's action is justified by House of Commons practice. There can, we think, be no doubt that the meaning of the motion, according to that practice, is, "that the question be now put," and that "the previous question" is only admissible to get rid of an original motion where there is not any subsisting amendment on which a decision has to be taken. "It is not to be received as a means for obstructing an amendment, unless that amendment stands alone, having been adopted as, for the time being, the main motion" (Chambers' Handbook for Public Meetings, 2nd ed., p. 30). Mr. Ford's amendment to Mr. Gribble's resolution being before the meeting at the time Mr. Macarthur moved the previous question, the course taken by the president, of putting the amendment and the resolution, was perfectly correct. At the same time it may perhaps be suggested that there was a little strictness of interpretation. Mr. Macarthur probably meant to move the adjournment of the discussion on the motion and amendment. Would not this motion have been admissible?

A remark made by Mr. Justice North on Thursday last is important to gentlemen who compile the reports of cases. His lordship remarked, "These reports [the *Law Reports*] *will not* quote the names of plaintiffs and defendants." A very little care would shew the reporter what names ought to be specifically stated in the course of the statement of facts, and although the remark of the learned judge is somewhat sweeping, there is without doubt some ground for it.

It is understood that after the end of the present sittings Mr. M. Cookson Crackanthorpe, Q.C., will cease to practise exclusively in Mr. Justice North's court, and will apply himself to general and appellate business.

SHARING PROFITS AS A TEST OF PARTNERSHIP.

Before the decision of the House of Lords in *Cox* v. *Hickman* (8 H. L. C. 268) it had apparently been settled law that the sharing of profits was a conclusive test of partnership. Since that time, while it has ceased to be conclusive, it has still continued to be a test of great importance; the exact manner, however, in which it is to be applied has been somewhat doubtful, and this doubt has been exhibited, and also settled, by the recent case of *Badeley* v. *Consolidated Bank* (36 W. R. 745, 38 Ch. D. 238), in which the judgment of Stirling, J., was reversed by the Court of Appeal. The point may be stated very shortly. Under the old law the sharing of profits raised a presumption in law of a partnership which could not be rebutted; under the present law it is said that the sharing of profits still raises a *primâ facie* presumption of partnership—a presumption liable to be rebutted, indeed, but which, until rebutted, is conclusive. This is a view which is supported by various *dicta*, and which commended itself to Mr. Justice Stirling. The Court of Appeal, on the other hand, decided that it involved a wrong application of the test; the true course is not to presume a partnership from the mere sharing of profits, and then see if there is anything else to rebut it, but the sharing of profits is simply one test to be applied, in conjunction with others, to settle whether a partnership was intended. While, then, the case does not lay down any new law, it gives a fresh definiteness to this important test, and it may be useful to notice how it follows from *Cox* v. *Hickman* and the subsequent decisions.

According to Lord Justice Lindley, the House of Lords in that case decided, in effect, "that persons who share the profits of a business do not incur the liabilities of partners unless that business is carried on by themselves personally, or by others as their real or ostensible agents" (Partnership, 5th ed., p. 30). In other words, the test of partnership is no longer, Is there a sharing of profits, but Is there an agency? although, when we come to consider in turn this second question, it may, to a large extent, if not entirely, depend upon our answer to the first. This is clearly recognized by Lord Cranworth in *Cox* v. *Hickman* when he says that "a right to participate in profits affords cogent—often conclusive—evidence that the trade in which the profits have been made was carried on in part for or on behalf of the person setting up such a claim" (p. 306). "But," as he goes on to say, "the real ground of the liability is that the trade has been carried on by persons acting on his behalf." While, then, the sharing in profits may be a proof that the business is carried on on behalf of the person entitled to share, yet it is this latter mark—the carrying on the business on behalf of such person—which is the real test of partnership. Next to this in importance is the case of *Mollwo, March, & Co.* v. *The Court of Wards* (4 P. C. 519), in which the judgment of the Privy Council was given by Sir Montague Smith. "It appears to be now established," he said, "that, although the right to participate in the profits of trade is a strong test of partnership, and that there may be cases where, from such perception alone, it may, as a presumption, not of law, but of fact, be inferred; yet that, whether that relation does or does not exist, must depend on the real intention and contract of the parties." From these decisions it will be seen that the question of partnership depends upon the intention of the parties; that, in the absence of express intention, it is necessary to consider whether the business was in fact carried on on behalf of the alleged partner; and that the participation of such alleged partner in the profits is cogent evidence upon this latter point.

So far, then, the state of the law subsequent to *Cox* v. *Hickman* may be taken to be quite plain, but at this point a certain divergence occurs, which resulted in the conflict of opinion in *Badeley* v. *Consolidated Bank*. Lord Justice Lindley sums up the effect of *Cox* v. *Hickman* and *Mollwo, March, & Co.* v. *Court of Wards* upon *Waugh* v. *Carver* (2 H. Bl. 235), which settled the old law, as follows:—"*Primâ facie* the relation of principal and agent is constituted by an agreement entitling one person to share the profits made by another to an indefinite extent; but this inference is displaced if it appears from the whole agreement that no partnership or agency was really intended" (Partnership, p. 35). These words give some colour to the idea that the mere sharing of profits raises a presumption of partnership which is conclusive, unless it can be rebutted, and the important judgment of the late Master of the Rolls in *Pooley* v. *Driver* (25 W. R. 162, 5 Ch. D. 458) tends in the same direction. He there disclaims the modern notion that the question is simplified by introducing the consideration of agency, and says that "you do not help yourself in the slightest degree in arriving at a conclusion by stating that [the ostensible trader] must be an agent for the others. It is only stating in other words that he must be a partner, inasmuch as every partnership involves this kind of agency: or, if you state that he is agent for the others, you state that he is partner." Moreover, he interprets Lord Cranworth's *dictum* in *Cox* v. *Hickman*, quoted above, to mean that the participating in profits is sufficient proof of partnership if there is nothing to get rid of it, and he quotes, as being of the essence of the matter, Lord Wensleydale's remark in the same case, that the true test of liability is the participation in profits, a test, however, which is liable to be rebutted. Thus there seemed to be ample authority for the position assumed by Mr. Justice Stirling, that the sharing in profits was quite enough to raise a presumption in itself, and that this was to be treated as conclusive until displaced by other circumstances.

It is necessary, however, to take account of some other cases, and, in the first place, of *Bullen* v. *Sharp* (14 W. R. 338, 1 C. P.

86), in which no less a judge than Lord Blackburn took a different view. Commenting upon *Cox* v. *Hickman* he pointed out the correctness of Lord Cranworth's judgment, and seized the essential part of that of Lord Wensleydale more clearly than Sir George Jessel. He said:—"The true question is, as stated by Lord Cranworth, whether the trade is carried on on behalf of the person sought to be charged as a partner, the participation in profits being a most important element in determining that question, but not being in itself decisive, the test being, in the language of Lord Wensleydale, whether it is such a participation of profits as to constitute the relation of *principal and agent* between the person taking the profits and those actually carrying on the business." A similar view was taken by Lord Justice Cotton in *Ex parte Tennant* (25 W. R. 854, 6 Ch. D. 303), and there, by judiciously citing Sir George Jessel and Mr. Justice Lindley, he made it appear that they concurred in it. "So that the Master of the Rolls, Mr. Justice Lindley, and Lord Blackburn all agree that what you must look at is whether the relation of principal and agent existed, a participation in profits not necessarily constituting a partnership, but being a matter which is to be considered, and which may be conclusive if there is nothing else to prevent there being a partnership." While for his own part he thus laid down the law:—"And I take it the law is this, that participation in profits is not now conclusive evidence of the existence of a partnership, but it is one of the circumstances, and a very strong one, which are to be taken into consideration for the purpose of seeing whether or not a partnership exists—that is to say, whether there was a joint business, or, putting it in another way, whether the parties were carrying on business as principals and as agents for each other—whether it is a joint business or the business of one only."

To this view Lord Justice Cotton recurred in *Badeley* v. *Consolidated Bank*. This was a case in which A. had arranged to finance a contractor, lending him from time to time money for which he was to receive a fixed rate of interest, and also one-tenth of the net profits. The deed securing these loans contained elaborate provisions designed to give A. so much control of the works as might be necessary for his security, and, in particular, power, in certain events, for him to enter and complete them. Upon this the question arose whether there was a partnership. Mr. Justice Stirling, as we have seen, considered that the sharing profits raised a *primâ facie* presumption, and that, as there was nothing strong enough to displace it, it must be treated as conclusive. But the Court of Appeal unanimously held that this was a wrong way to approach the matter, and it may be useful to quote the *dictum* of Lord Justice Lindley. After re-stating the doctrine that participation in profits by itself may be *primâ facie* evidence of a partnership, he goes on to say:—"That may be true, and I think is true even now; but, when you have a great deal more to consider, it appears to me to be a fallacy to say that you are to proceed upon the idea that sharing profits *primâ facie* creates a partnership or an agency, and that that *primâ facie* presumption has to be rebutted by something else." Lord Justice Bowen spoke in similar terms. The effect of the case, therefore, is to lessen somewhat still further the importance of sharing profits as a test of partnership. When it stands alone, indeed, it may raise a presumption of fact which is conclusive; but when there are other circumstances, then it simply stands on the same line with these, and, after weighing them together, it must be considered whether there was in fact a joint business, or the carrying on of the business by one party on behalf of the others. In the case in question the transaction was *primâ facie* one of loan, and, since all the provisions giving control of the business could be explained as being designed to strengthen the security, it became unnecessary to see in them any evidence of the intention of the parties to form a partnership. Such intention, of course, when it can be discovered, is always decisive of the matter.

The Accumulations Bill was withdrawn on Wednesday.

The Solicitors Bill was read a third time and passed in the House of Lords on the 23rd inst.

On the 24th inst. the Royal Assent was given to the Habitual Drunkards Act (1879) Amendment Bill.

On Monday, in the House of Commons, in reply to Mr. T. Healy, Mr. W. H. Smith said he could give no assurance that the Criminal Evidence Bill would be passed before the Autumn Session.

CONSTRUCTION OF THE WORD "LEAVING."

(*Re Hamlet, Stephen* v. *Cunningham*, 38 Ch. D. 183.)

The cases on this subject are so numerous, and their authority so conflicting, that it may be useful to call attention to the manner in which they have been recently treated by Mr. Justice Kay. They afford, perhaps, the strongest example of the liberty which the old Court of Chancery assumed to disregard the express words of an instrument in favour of the presumed intention; while, as might be expected, the present tendency is to support the express meaning, except where settled rules of construction render this impossible. It would, of course, be useless to go through the different expressions which have been used in the various deeds and wills upon which the courts have been called to decide, and it would be beyond our present limits to notice the nice distinctions which have been drawn. Speaking generally, there has been a prior life interest given to a parent, followed by a gift to such of the children as shall attain twenty-one or marry; but, in the event of the parent dying without leaving any children surviving, then over. In the earliest case on the subject, *Emperor* v. *Rolfe* (1 Ves. Sen. 208), Lord Hardwicke, C., said, "This is a very harsh demand; that a child living till twenty-one, marriage, and that with consent, having children, and all in dependence upon that portion, should by dying in the lifetime of her mother absolutely lose it; this could never be the intent." Upon a similar provision, requiring that a child must survive its parent in order to take a share, it was said by Lord Thurlow, C., in *Woodcock* v. *Duke of Dorset* (3 Bro. C. C. 569), "Though the words are strong and difficult to manage, the intention of the settlement is the truth and honour of the case." In *Hope* v. *Lord Clifden* (6 Ves. 511) Lord Eldon, C., recognized that these and other decisions violated the meaning of the words, and that it was a more proper course "to construe all instruments according to their terms, and not to spell out what they might have meant," yet he was content, and, indeed, willing to follow them. However, in *Howgrave* v. *Cartier* (3 V. & B. 79) some progress was made towards a more reasonable construction, and it was laid down by Sir W. Grant, M.R., that the court would only go by the presumed intent where there was ambiguity in the instrument. "If the settlement clearly and unequivocally makes the right of the child to a provision depend upon its surviving both or either of the parents, a court of equity has no authority to control that disposition." It is otherwise, however, where there are conflicting and contradictory clauses, for then the court will lean to the construction which gives a vested interest to the child, when it stands in need of a provision—that is, as to sons, at twenty-one, and, as to daughters, at twenty-one or marriage. This decision was recognized, and the principle it laid down enunciated very clearly, in *Whatford* v. *Moore* (3 My. & Cr. 289), where it was said that, "No case has gone so far as to do violence to the words, if no other part of the instrument be found inconsistent with them." At the same time, this did not represent the uniform practice of the courts, and it is not easy to see the ambiguity which led to a decision in favour of the child in *Re Thompson's Trust* (5 De G. & S. 667). But the hardship which may often arise through taking away a portion, upon the faith of which a child has married, is often apparent, and this led to the *dictum* of Knight-Bruce, L.J., in *Currie* v. *Larkins*, that, "If the words are absolutely compulsory, they must be submitted to, but not otherwise." The use of the words "leaving at the time of her decease" was sufficient for this purpose in *Young* v. *Turner* (1 B. & S. 550); but the simple word "leaving" was again turned into "having" in *White* v. *Hill* (4 Eq. 265). Of course, where the instrument expressly provides for the issue of a child who dies in the lifetime of the parent, the reason for this construction does not apply with the same force, and so the court held in *Jeyes* v. *Savage* (23 W. R. 764, 10 Ch. 555), and declined to strain the words merely in order to make provision for the husband or wife of a child so dying. As a rule, provisions of this kind occur in marriage settlements, and the general intention of these is always known. But it was held in *Farrer* v. *Barker* (9 Hare, 737) that a similar construction will be used in wills, due allowance being made for the different nature of the instrument. At the same time it is only applied in favour of children with regard to whom the testator has placed himself *in loco parentis*, and this does not, of course, always include grandchildren. Here the rule must be somewhat restricted in its operation. It was upon this ground that Mr. Justice Kay decided the case before him. He took occasion, however, to review the matter more generally, and while recognizing that the rule which allows "leaving" to be construed "having" applies to wills as well as to settlements, he reasserted the principle that this can only be allowed where there is a real ambiguity, and that the courts do not now favour it except within the lines which have been distinctly laid down by the cases.

It is stated that the United States Senate has confirmed the President's nomination of Mr. Fuller as Chief Justice.

REVIEWS.

SOLICITORS.

THE LAW RELATING TO SOLICITORS OF THE SUPREME COURT OF JUDICATURE, WITH AN APPENDIX OF STATUTES AND RULES, AND NOTES ON APPOINTMENTS OPEN TO SOLICITORS, AND THE RIGHT TO ADMISSION IN THE COLONIES. By A. CORDERY, Barrister-at-law. SECOND EDITION. Stevens & Sons.

It is now more than ten years since the first edition of this book appeared, and we commented at the time upon the industry and the clearness of treatment which characterized it. For so useful a book we are surprised at the period which has elapsed before the second edition. Without being bulky, it contains in concise and intelligible form all the matters usually occurring in a solicitor's practice, and where the limits of space forbid too detailed a treatment it will be found a useful guide to the sources of fuller information. Full and accurate reference is made to all the current reports, and in matters of common practice which do not come before the courts, such as the division of papers upon a dissolution of partnership, reference is also made to the articles in this and other journals. By a strange oversight, however, in treating of the rule as to profit-costs of a solicitor-trustee, no allusion is made to the important case of *Re Corsellis*, reported more than a year ago (35 W. R. 309, 34 Ch. D. 675), in which the question was thoroughly discussed, and the Court of Appeal disapproved of the narrow construction put upon the exception in *Cradock* v. *Piper* (1 Mac. & G. 668) by Mr. Justice Kay. This, however, seems to be merely an accidental omission, and the good qualities of the book are more apparent than its defects. As an instance of a useful collection of authorities, we may refer to those on p. 213, relating to the all-important topic of the liability of a solicitor for the acts of his partner, acts which in practice it is so very difficult to control. Moreover, in speaking of those fraudulent second mortgages which sometimes occur by suppression of first mortgages, Mr. Cordery points out the great length which the courts have now gone in supporting the legal estate, only postponing it in case of "negligence amounting to evidence of a fraudulent intention" (p. 330). The general style of the body of the book is attractive, and the appendix contains various statutes and other useful matter. The index is full, but why did not the author incur the slight extra trouble of arranging the items under the headings in alphabetical order? On the whole the book is very clear, accurate, and practical, and will be found of much value.

CORRESPONDENCE.

MR. MACARTHUR AND THE COUNCIL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Macarthur's letter of the 19th inst. requires, I think, notice only on one point.

Mr. Macarthur is wrong, and the president was clearly right, with regard to the motion of the previous question.

At the time it was attempted to be moved an amendment was pending; the motion was, therefore, inadmissible.

The motion called "the previous question" is, as is well known, "that this question be now put"; and until the amendment was disposed of, there was no question which could be put.

In Mr. J. W. Smith's handy book on the law of public meetings Mr. Macarthur will find "The previous question cannot be moved when an amendment is before the House." Any member of Parliament would set him right on the point, which is, indeed, quite obvious. J. A.

July 21.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The registry has at last obeyed the *mandamus* and registered my contested memorial. So many inquiries have been addressed to me as to the practical result of my measures against Lord Truro that it may be well to summarize the whole position.

Some twenty years back there was a Parliamentary exposure of the registry proceedings, the upshot of which was that many vigilant members of the profession ceased to pay the purely fancy fees theretofore charged. I was then too young a practitioner to do more than follow my leaders, and I contented myself for a dozen years or more with paying the minimum price exacted. In 1883, however, I happened to tender several memorials close together, and I found that, whether the minimum fees were right or wrong, they were not consistent. I thereupon resolved to fight the whole thing out, and, supported by a resolution of the Incorporated Law Society, I started my proceedings. The result of the first trial and appeal was to settle once and for all the following fees and no more: entering memorial, sixpence per 100 words, but, like the cabman's fare, not less than one shilling; oath and exhibit on swearing memorial, half a crown; certificate of registration on deed, one shilling—total, four shillings and sixpence. There was no authority in the Act of Anne for the half-crown for oath and exhibit, but the judges decided that it was "reasonable," being the price charged by outside commissioners. It then occurred to me that we might as well go to an outside commissioner, at our own times and near our own offices, to say nothing of distributing annually thirty thousand half-crowns among those who have paid for the privilege of administering oaths. I tendered a memorial conveniently sworn before a next-door neighbour, and it was refused, whereupon I successfully applied for a rule *nisi* for a *mandamus*, which was afterwards argued and made absolute, and, later on, confirmed on other grounds, and, lastly, upheld in the Court of Appeal. The result of these latter proceedings is this:—1. The disputed question, whether a witness to a grantee's signature to a deed must attest the grantor's execution, was settled by deciding that it is *not* necessary. 2. An enfranchisement deed requires registration, not being a dealing with the "copyhold" interest. 3. "London commissioners in chancery" (as well as country) appointed under the 1853 Act may administer the oath to the memorial. 4. The Appeal Court "left open" the question whether commissioners (appointed before or since the Judicature Act) *not under the 1853 Act* possess the requisite qualification; and, as (to my certain knowledge) the registry recognized judicature commissioners (in country cases) prior to this unlucky "leaving open" (*not expression of doubt*), it is my intention, shortly, to tender a memorial sworn only before a commissioner under the 1873 Act, and apply for another *mandamus* if occasion demands.

95A, Queen Victoria-street, July 24. FRANCIS K. MUNTON.

P.S.—It has been suggested to me that the numerous notes I have made during the contest, coupled with a few modern forms, would supply a useful "Handbook." I have all along acted *con amore*, and if sufficient subscribers to meet the outlay come forward, I will adopt the suggestion after the Vacation. Half a crown volume, and three shillings and sixpence (better bound) to subscribers, whose names and precise commissionership qualification could be given in the preface—*all profits to go to a benevolent institution.*

[We hope that "Munton on Memorials," dedicated to Lord Truro, will appear in due season.—ED. *S. J.*]

CASES OF THE WEEK.

COURT OF APPEAL.

KELLARD *v.* ROOKE—No. 1, 24th July.

NEGLIGENCE—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42), s. 1, SUB-SECTIONS 2, 3; s. 8—PERSON INTRUSTED WITH SUPERINTENDENCE.

This was an appeal from the decision of a divisional court (Hawkins and A. L. Smith, JJ) (36 W. R. 335, 19 Q. B. D. 585). The action was brought in the county court of Southwark to recover compensation under the Employers' Liability Act, 1880. The plaintiff was employed with other workmen by the defendant to assist in stowing bales of wool on board the defendant's ship in the docks. The workman were divided into gangs, with a foreman over each, the foreman over the gang in which the plaintiff was being a man named Bodfield. The bales were hauled to a hatchway, and there dropped down for the purpose of being stowed. The plaintiff was engaged in stowing away the bales below, while Bodfield, who was assisting in hauling the bales to the hatchway, gave signals to the men below before the bales were dropped. The plaintiff sustained injury from being struck by a bale dropped, as he alleged, without warning into the hold. The county court judge nonsuited the plaintiff, on the ground that there was no evidence that the accident was due to the negligence of a person who had any superintendence intrusted to him while in the exercise of such superintendence, and his decision was upheld by the Divisional Court. The plaintiff appealed, contending (1) that Bodfield was a fellow workman intrusted with superintendence within the meaning of section 1, sub-section 2, of the Employers' Liability Act; and (2) that, even if he was not, the accident happened from the negligence of a person to whose orders the plaintiff was bound to conform while he was conforming to such orders within the meaning of section 1, sub-section 3.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the superintendence referred to in section 1, sub-section 2, was shewn by section 8 to be that of one whose sole or principal duty was that of superintendence, and who was not ordinarily engaged in manual labour. It was clear from the evidence that not only was Bodfield ordinarily engaged in manual labour, but he was actually so engaged when the accident happened. He therefore did not come within section 1, sub-section 2. But it was contended that even if that was so, the case came with section 1, sub-section 3. But how could it possibly be said that the plaintiff was obeying orders when the accident happened? There was no express order to stand under the bale as it was dropped, and the evidence all shewed that the orders were to keep out of the way of the bale. No such order could therefore be implied. The case, therefore, could not be brought within either sub-section, and the nonsuit was right. LINDLEY,

and Bowen, L.JJ., were of the same opinion.—Counsel, *Wedderburn* and *C. G. Ellis*; *Tatlock*. Solicitors, *R. Chapman*; *Watson, Sons, & Room*.

MORTGAGE INSURANCE CORPORATION *v.* COMMISSIONERS OF INLAND REVENUE—No. 1, 24th July.

Revenue—Stamp Duty—Promissory Note—Stamp Act, 1870 (33 & 34 Vict. c. 97), s. 49.

This was an appeal from the decision of a divisional court (Pollock, B., and Hawkins, J.) (reported 36 W. R 474, 20 Q. B. D. 645). The question raised was whether a certain instrument was chargeable with stamp duty as a promissory note or as an agreement. The instrument was to the following effect:—"Mortgage Insurance Corporation (Limited).—Amount insured £100.—This policy of assurance witnesseth that whereas W. Elkin, Esq. (who, with his executors, administrators, and assigns, are hereinafter called the assured), is desirous of being insured by the corporation as hereinafter appearing, and there has been paid to the corporation the sum of £9 17s. 4d., being the agreed premium for such assurance, now these presents witness that the corporation do hereby guarantee to the assured payment of the sum of £100 on the 18th day of May, 1967. Provided that if the assured shall be desirous at any time of surrendering this policy, the corporation will allow to the assured the surrender value thereof as on the 18th day of May last preceding the date of his notice to surrender, such value to be fixed according to the tables of the corporation for the time being in force with reference to surrenders." The Commissioners of Inland Revenue being of opinion that this document must be stamped as a promissory note, at the request of the corporation stated a case for the opinion of the Divisional Court. The Divisional Court held that the instrument required to be stamped as an agreement, and not as a promissory note, and their decision was now upheld by the Court of Appeal (Lord Esher, M R., and Lindley and Bowen, L JJ.).

Lord Esher, M R , said that he was clear that this was not a promissory note within the meaning of section 49 of the Stamp Act, 1870. That section defined a promissory note as a document containing a promise to pay any sum of money. That must mean a definite and ascertained sum of money. It did not, in his opinion, include a case in which, as in the present, under certain conditions an indefinite and unascertained sum of money might become payable, instead of the definite and ascertained sum. Lindley, L.J., said that the definition given by section 49 could not be taken literally, or it would be too wide. He thought it must be limited to mean a document consisting of a promise to pay a definite sum of money, and of nothing else. The promise to pay the definite sum must be the substance of the document. That was not the case here. Bowen, L.J., concurred. The proper interpretation of the section would include only documents whose contents consisted substantially of a promise to pay a definite and ascertained sum of money, and of nothing more. The present document contained an obligation to pay at any moment the assured liked to demand it an unascertained and fluctuating sum, instead of the definite and ascertained sum. It was clear that this was not a promissory note within the ordinary commercial meaning of that term, nor was it within the meaning of the Act.—Counsel, *Sir R. E. Webster*, A.G., *Sir E. Clarke*, S G., and *A. V. Dicey*; *Sir Henry James*, Q.C., *Moulton*, Q C., and *Reginald Brown*. Solicitors, *Solicitor of Inland Revenue*; *Linklater & Co.*

WALSH *v.* WHITELEY AND ANOTHER—No. 1, 19th July.

Master and Servant—Defect in Machine—Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 1, sub-section 1; s. 2, sub-section 1.

The plaintiff was a grinder in the service of the defendants. His work was at a carding machine, and part of his duty was to place the band over the wheel or pulley on the machine. This wheel was a vertical one, resting on a horizontal bed plate, and having holes in its vertical surface. It was necessary to place the band over the wheel while the wheel was in motion, and in doing so on the occasion in question the plaintiff's thumb was caught in one of the holes in the wheel and cut off. The plaintiff claimed damages under section 1, sub-section 1, of the Employers' Liability Act, 1880, on the ground that there was "a defect in the condition of the machine." The defendants had machines with solid wheels as well as wheels with holes. There was evidence that the holes were for the purpose of making the wheels light in weight, and that the holes were dangerous. The plaintiff had been a grinder thirteen years, and seven or eight months in the defendant's employment, and had never complained. The machine in question was ten years old, and no complaint had ever been made of the open wheels. The case was tried in the Blackburn County Court, and the judge asked the jury whether the machine was defective, and told them that to be defective it must be such as a reasonable, careful, experienced man, reasonably careful of the safety of his hands, would not use. The jury found for the plaintiff, damages £30. The Divisional Court were divided in opinion, Wills, J., holding that there was evidence to go to the jury, Grantham, J., holding that there was not.

The Court (Lindley and Lopes, L.JJ., Lord Esher, M R., dissenting) entered judgment for the defendants. Lord Esher, M.R., said that since the Employers' Liability Act, as well as before, there were two schools of thought—one, that the Act must be construed so as to inflict an injustice on masters, the other, that the Act must be construed liberally in favour of the workman. His lordship had always been of the latter school. The jury here found that the machine was defective in this sense, that it was dangerous to the workman using it. In his opinion, if the machine was dangerous, and if a careful consideration would shew the master that the machine was dangerous to the workman using it, even though the machine was the best known machine, the master ought not to use it, and if he did use it, it must be subject to a liability to pay compensation to the workman. The "defect" solely aimed at by the Act was a defect with respect to the safety of the workman, and that defect might be either in the original construction of the machine or in its use. There was evidence to go to the jury, and the verdict could not be disturbed. Lopes, L.J., delivered the judgment of Lindley, L.J., and himself. Reading section 1, sub-section 1, with section 2, sub-section 1, a "defect in the condition of the machinery" meant a defect implying negligence in the employer. It must be a defect in the condition of the machine having regard to the use to which it was to be applied or to the mode in which it was to be used. It might be a defect either in the original construction of the machine, or arising from its not being kept up to the mark, rendering it unfit for the purposes to which it was applied when used with reasonable care and caution, and a defect arising from the negligence of the employer. The machine here was perfect in all respects, and was not impaired by use. There was no evidence of any defect in the machine. It would be placing an intolerable burden on employers to hold that they must adopt every fresh improvement in machinery. Nor was there any defect arising from the negligence of the employer. There was no evidence of negligence to go to the jury. The Act was not directed against dangerous machinery, but against negligence of employers. The Act was not intended to relieve workmen from the exercise of that care and caution without which most machinery was dangerous. Judgment, therefore, must be entered for the defendants.—Counsel, *Bigham*, Q C., and *T. W. Chitty*; *Wheeler*, Q C., and *E. Bray*. Solicitors, *Pritchard, Englefield, & Co.*, for *R. Riley*, Blackburn; *Merriman, Pike, & Merriman*, for *Partington & Allen*, Manchester.

Re HARVEY, PEEK *v.* SAVORY—No. 2, 25th July.

Will—Construction—Remoteness—Separable Gift.

The question in this case was whether a gift by will was void as being obnoxious to the rule against perpetuities. The will of a testatrix directed that, in case both her daughters (for whom and their husbands and children and other issue provision had been made by the will) should die without leaving any child, or the issue of any child, living at the death of the survivor of them, or at the time of the death of the survivor of their respective then present or any future husbands, then, after the death of such of the daughters as might happen to survive the other of them, and the death of the survivor of their respective husbands, certain real estate should go to her own right heirs. Each of the daughters died leaving no issue surviving her, and it was contended that the gift was bad, because either of the daughters might have married as a second husband a person who had not been born till after the death of the testatrix. Neither daughter did in fact marry a second time. North, J., held that in the events which had happened the gift could take effect, on the ground that there were really two distinct gifts on the happening of two distinct events—one, in case both the daughters should die without leaving any child, or the issue of any child, living at the death of the survivor of the daughters; the other, in case there should be a child or children, or the issue of any child, living at the death of the survivor of the daughters, but there should be none such living at the death of the survivor of the husbands. The latter gift might violate the rule against perpetuities, and was therefore bad; the former, which corresponded to the event which had actually happened, was not open to any objection; and the gift could take effect.

The Court (Cotton, Fry, and Lopes, L.JJ.) reversed the decision, holding that the testatrix had not expressed two distinct events on the happening of either of which the gift was to take effect, but that there was only one gift, though it involved the happening of two events. In order to make the gift valid it was not sufficient that it was possible to separate the gift into two, one of which would be obnoxious to the rule against perpetuities, while the other would not; it was necessary that the will should have expressed two distinct gifts on the happening of two distinct events.—Counsel, *Cozens-Hardy*, Q.C., and *Medd*; *R. F. Norton*; *Dibdin*; *Fraser M'Leod*. Solicitors, *Maples & Co.*; *Walker, Son, & Field*; *Bridges, Sawtell, & Co*; *F. Berkeley Jarvis*.

THE ABERDARE AND PLYMOUTH CO. *v.* HANKEY—No. 2, 25th July.

Practice—Appeal—Security for Costs—Costs of Application to Court—Omission of Respondent to apply previously to Appellant for Security.

This was a motion by a respondent that an appellant might be ordered to give security for the costs of his appeal. It appeared that the appellant was willing to give security of the amount asked by the notice of motion, but that the respondent had not made any application to the appellant before he gave his notice of motion. The notice of motion asked for £200 as security, but the respondent's affidavits stated that the costs of the appeal would amount to £500, and security for that amount was asked at the bar.

The Court (Cotton, Fry, and Lopes, L.JJ.) ordered security for £200 to be given. Cotton, L.J., said that the court never ordered security to be given for such an amount as would entirely cover the costs of the appeal; they only ordered security to be given of a reasonable amount, and in the present case he thought £200 would be sufficient. As the applicant had made no application to the appellant before giving his notice of motion, his costs of the motion would not be made costs of the appeal. The appellant's costs of the motion would be costs of the appeal. Fry and Lopes, L.JJ., concurred.—Counsel, *Ingle-Joyce*; *G. Henderson*. Solicitors, *Hollams, Son, & Coward*; *Ullithorne, Currey, & Villiers*.

HIGH COURT.—CHANCERY DIVISION.

THE GENERAL ASSETS PURCHASE CO. *v.* THE CHESTERTON COAL AND IRON CO. (LIM.)—Chitty, J., 22nd July.

COMPANY—DEBENTURE—MORTGAGEE'S RIGHT TO COMPANY'S BOOKS.

In this case the plaintiffs had obtained, on behalf of themselves and all other debenture-holders in the defendant company, an order for the appointment of a receiver of the property and assets of the company comprised in the debenture security. It appeared that the property of the company consisted of freehold and leasehold collieries, and was subject to a first mortgage of a most comprehensive kind, the mortgage deed including fixtures, &c., and "all goods and chattels of whatever nature or kind on the premises." The mortgagee had entered into possession of the property, and declined to deliver up certain books of the company relating to the purchase of certain chattels on the premises. The plaintiffs accordingly moved for an order that the mortgagee should deliver up to the receiver all books in his possession relating to the property and assets of the defendant company comprised in the debenture security. *In re The Clyne Tin Plate Co.* (47 L. T. 439) was referred to.

CHITTY, J., said that the receiver, of course, had been appointed without prejudice to the rights of the prior mortgagee. The plaintiffs were, however, entitled to have the delivery up of all books, provided that such delivery up did not interfere with the rights of the prior mortgagee. The books asked for were not required by the mortgagee for the sake of protecting his prior rights. His title to the chattels on the premises depended, not upon the books, but upon the terms of his security—that was to say, of the mortgage deed itself. It had been contended by the mortgagee that he was entitled to all the books of the company upon the premises when possession was taken. He, however, thought that the mortgagee was taking too large a view of the meaning of the words in the mortgage deed, for if he were right the register of shareholders and other books would pass, and the company be prevented from carrying on business altogether. The plaintiffs were entitled to an order, with costs.—COUNSEL, *Romer*, Q.C., and *Farwell; Latham*, Q.C., and *T. Rawlinson; Swinfen Eady*. SOLICITORS, *Davidson & Morriss; Walters, Deverell, & Co.; Morley & Shirreff*.

Ex parte BOWMAN—Chitty, J., 25th July.

PRACTICE — LANDS CLAUSES ACT, 1845, S. 69 — PAYMENT OUT—PARTIES ABSOLUTELY ENTITLED—TRUSTEES WITH POWER OF SALE.

This was a petition for payment out of court of money paid in by a railway company in respect of the purchase of land, taken under its statutory powers. The land formed part of property comprised in a will, whereby the testator gave all his real and personal estate to trustees upon trust to pay certain annuities out of the rents and profits of the real estate and income of the personalty equally amongst his four children therein named during their respective lives, and upon the death of the last survivor of such children upon trust to sell such real and personal estate and to stand possessed of the proceeds thereof, in the first place to set apart a sufficient amount of Government stock for payment of the annuities which might then be payable, and subject thereto to divide the residue amongst a class. The survivor of the testator's four children having died, and the trust for sale, therefore, having arisen, the surviving trustees, and residuary legatees and annuitants, except one who dissented, presented the present petition, which was served on the company and the dissenting annuitant. The petitioners submitted that, the trust for sale having now arisen, the trustees were persons "absolutely entitled" under the 69th section of the Lands Clauses Act, 1845, and referred to *Re Hobson's Trusts* (26 W. R. 470, 7 Ch. D. 708) and *Re Thomas's Settlement* (30 W. R. 244). The dissenting annuitant submitted that a sufficient amount should be retained in court to answer the annuity: *Re Reaston's Estate* (20 W. R. 355, 13 Eq. 564).

CHITTY, J., said that the principle in *Hobson's Trusts* had been adopted by Kay, J., in *Thomas's Settlement*. The trustees could have themselves converted the land into money and invested it in Government securities. It was a matter of indifference, so far as the trustees' title to sell was concerned, that the purchase and payment in had been made when the power to sell had not arisen. He should make an order for payment out as prayed.—COUNSEL, *Whitehorne*, Q.C., and *Arkcoll; Prior; Swinfen Eady*. SOLICITORS, *Arkcoll & Cockell*.

Re PARRY, LEAK *v.* SCOTT—North, J., 19th July.

WILL—CONSTRUCTION—"NEXT OF KIN"—EXCLUSION OF TESTATOR'S WIDOW.

The question in this case was as to the construction of the words "next of kin" in a will. The testator, after giving legacies of a hundred guineas to each of his executors, and annuities to his father and brother and sisters, proceeded:—"This will is hereby made by me in consequence of the intestacy created by my recent marriage, and to provide for my parents and sisters should my death occur, it being my intention, after due consideration of the subject, to make a will which shall deal with my entire estate. Meanwhile, should I die before signing such will, I declare that the residue of my property, after payment of my debts and funeral and testamentary expenses, and the legacies and annuities hereinbefore directed to be paid, shall be divided among my next of kin and heiresses, as though I had died intestate with respect thereto." The question was, whether the general rule, that in a will a gift to "next of kin" does not include all the persons entitled under the Statute of Distributions in case of an intestacy, but is confined to blood relations, to the exclusion of a widow, was to prevail; or whether, under the particular language of the will, the widow was entitled to share. The counsel for the testator's widow endeavoured to distinguish the case from *Garrick* v. *Lord Camden* (14 Ves. 372), in which Lord Eldon held that a bequest to next of kin as if the testator had died intestate conferred no benefit on his widow. In that case the widow was otherwise provided for, and the object of the will in the present case was stated by the testator to be the providing for his parents and sisters, and nothing else; there was, therefore, enough in the context to shew that the testator did intend the widow to take and to exclude the usual rule. The addition of the words "and heiresses" also shewed that the widow was intended to take with the daughters.

NORTH, J., held that the rule laid down in *Garrick* v. *Lord Camden* must apply. It was true that in that case there was a context which might have aided the construction which was put upon the will, and Lord Eldon did refer to the context as a reason for his decision. But he also used language which shewed that his decision would have been the same if there had not been such a context. That case had been followed in a great many others, and he did not think that it was open to a court of first instance to decide otherwise. In the present case his lordship did not see any context either for or against the widow; the context was neutral, and under these circumstances he could not make an exception to the general rule.—COUNSEL, *Sir Horace Davey*, Q.C., and *Blakesley; Napier Higgins*, Q.C., and *Haldane; Cozens-Hardy*, Q.C., and *H. M. Williams*. SOLICITORS, *Pearpoint & Lock; Collyer-Bristow & Co.; Spaull*.

WHITE *v.* THE CITY OF LONDON BREWERY CO.—North, J., 25th July.

MORTGAGEE IN POSSESSION — ACCOUNT — PUBLIC-HOUSE — MORTGAGE TO BREWER — LIABILITY TO ACCOUNT FOR PROFIT DERIVED FROM SALE OF BEER BY MORTGAGEE TO TENANT.

This was an action by a mortgagor for an account of the moneys realized by the sale of a public-house by the defendants (the mortgagees) and of other moneys received by them. On the 4th of February, 1868, the plaintiff, a publican, who held a lease for sixty years of the house, mortgaged it to the defendants (brewers) to secure an advance of £700, with interest. The mortgage contained a proviso that the total amount to be recovered by the company under the deed should not exceed £900. In September, 1869, the company entered into possession, and at first they put in one Moulton, an agent of their own, to carry on the business, they supplying to him beer of their own manufacture at the ordinary trade prices. While he was in occupation as manager the business was carried on at a loss. In March, 1871, he became tenant to the company, at a rent of £30, £15 for the house and £15 for the furniture—the rent paid by the company under the original lease to the mortgagor being £60. The agreement between Moulton and the company bound him to "keep a sufficient stock of porter, ale, and beer for sale therein of the brewing of the said company, and none other." In 1873 the company let the house to Hulk for £60 a year unfurnished, with a similar restriction. In 1879 the company, in exercise of a power of sale contained in the mortgage, sold the house for £2,650. There was a second mortgage to one Carr. The action was commenced in 1880 by the mortgagor to compel the company to account for the proceeds of sale and other moneys which they had received by virtue of the mortgage. At the trial judgment was given for the ordinary accounts as against a mortgagee in possession, there being a special inquiry what profits were made by the company in carrying on the business after they took possession of the mortgaged premises, and what sums ought properly to be allowed to the company for skilled labour and expenses out of pocket in carrying on the business. The chief clerk found that the company had made a profit of more than £1,900 from beer supplied by them for carrying on the business. It was contended on behalf of the mortgagor that the company must account to him for the profit so made, on the principle that a mortgagee can retain out of his security nothing but the principal, interest, and costs due to him. In the alternative it was contended that, as the company had let the house as a "tied" house, so that the tenant was bound to take his beer from them only, they could have let it "free" at a higher rent, and that they ought to account for the difference between the rent actually obtained and the rent which they might have obtained if the house had been let "free."

NORTH, J., held that the mortgagees were not bound to account for any profit derived from a contract or dealing merely collateral, and not arising out of the mortgaged hereditaments. He thought that this question was precluded by the judgment at the trial, by which the usual accounts only had been directed. But, even if the question were open, he thought that on principle he must decide in favour of the mortgagees, and that the plaintiff was not entitled to have anything allowed in taking the accounts in respect of the profits on the beer sold. But he thought that the plaintiff was right in his alternative contention that, by reason of the public-house being let upon the terms that the tenant should purchase his beer only from the mortgagees, a smaller rent was obtained than might have been obtained from letting the house "free." On the evidence he was of opinion that a larger rent might have been obtained during, at any rate, the period that Hulk was tenant. During the time when the defendants' manager was in possession the business was worked at a loss. Taking the whole period together, his lordship thought he should be doing right if he assessed the rent during the five years for which Hulk held the house at £80, and allowed nothing for the other part of the time.—COUNSEL, *Cozens-Hardy*, Q.C., and *A. a'Beckett Terrell; Napier Higgins*, Q.C., and *J. D. Fitzgerald*. SOLICITORS, *Carr & Co.; Western & Sons*.

KINNAIRD *v.* TROLLOPE—Stirling, J., 19th July.

MORTGAGE—SALE BY MORTGAGOR OF EQUITY OF REDEMPTION—ACTION BY MORTGAGEE AGAINST MORTGAGOR ON COVENANT—RIGHT OF MORTGAGOR TO RECONVEYANCE OF MORTGAGED PREMISES—SUBSEQUENT MORTGAGE BY ASSIGNEE OF SAME PREMISES.

This was a special case raising the question whether a mortgagor who

had sold his equity of redemption and who was sued on his covenant to pay could, on payment off of the mortgage debt, require a conveyance to him of the mortgaged premises under the following circumstances:—The plaintiffs were the trustees of the Provident Life Office. To the then trustees of that office the defendants, in 1870, mortgaged a messuage known as No. 11, Hereford-gardens for £12,000. The mortgage contained the usual covenant by the defendants for the payment of the £12,000, with interest, and a proviso for redemption in the usual form. In 1872 the defendants sold and conveyed the equity of redemption in the house to Lord Glasgow for £9,100, taking from him a covenant to pay the £12,000 and interest, and to indemnify them against all claims of the mortgagees in respect thereof. In 1875 Lord Glasgow mortgaged the equity of redemption to the then trustees of the Provident Life Office for £8,000. This mortgage deed contained a covenant by Lord Glasgow for payment of the £8,000 and interest, and that the messuage and premises comprised in the mortgage of 1870 should not be redeemable except upon payment by Lord Glasgow, his executors, administrators, or assigns, of, as well, the £8,000 and interest as the £12,000 and interest. Some time prior to September, 1886, Lord Glasgow having become insolvent, and the interest on the £12,000 having fallen into arrear, the plaintiffs in that month applied to the defendants for payment of the £12,000. This payment the defendants were willing to make, but required that the plaintiffs should thereupon convey to them the mortgaged premises. The plaintiffs refused to execute such reconveyance, and brought the present action to recover the £12,000 and arrears of interest, and a special case was stated for the opinion of the court which raised the question whether the plaintiffs were entitled to judgment for £12,000 and interest, and, if so, upon what terms.

Stirling, J., said that, although the covenant for payment of the mortgage debt in a mortgage deed might be absolute, and the estate of the mortgagee might become absolute on non-payment at the time appointed, it had long been established that the case was otherwise in equity: *Walker* v. *Jones* (1 P. C. 50). If the mortgagee, although unable to perform this duty, insisted on suing the mortgagor at law upon his covenant, the courts of equity interfered in the mortgagor's favour: *Schoole* v. *Sall* (1 Sch. & Lef. 170). Again, where a mortgagee had obtained a decree for foreclosure absolute he might still sue the mortgagor on his covenant, provided he retained the mortgaged property in his possession, but by doing so he gave a mortgagor a new right of redemption, notwithstanding the foreclosure and that the mortgagor might file a bill to redeem. If, however, the mortgagee had sold the mortgaged property a court of equity would interfere to restrain an action on the covenant: *Lockhart* v. *Hardy* (9 Beav. 349). How, then, did the law stand where the mortgagor had parted with his interest in the mortgaged property. If, for example, the mortgagor had assigned absolutely his equity of redemption, it was conceded in argument that so long as the mortgagee abstained from suing the mortgagor could not bring an action to redeem; and, further, that if the mortgagee chose to assert his right to foreclose, the mortgagor was not a necessary party to the foreclosure action. If, however, the mortgagee sued the mortgagor on his covenant the case of *Palmer* v. *Hendrie* (27 Beav. 349, 28 Beav. 341) shewed that the mortgagor, having paid what was due on the mortgage, was in some way or other entitled to require the mortgagee to perform the duty of reconveying the mortgaged property. It followed, therefore, that the mortgagor who had absolutely assigned his equity of redemption was, nevertheless, when sued on his covenant, entitled, upon paying off the mortgage-money, to a reconveyance to himself in the form indicated in the case of *Pearce* v. *Morris* (5 Ch. 227)—viz., subject to such equity of redemption as might be vested in any person other than himself. Then, did it make any difference if, after the assignment of the equity of redemption, the assignee mortgaged either to the original mortgagee or to some other person? In his lordship's opinion it did not. Such a mortgage created in the new mortgagee a fresh interest in the equity of redemption, but it did not impose any additional burden or liability on the mortgagor. Again, it had been contended that the case was governed by *Swan* v. *Smith* (20 Ch. D. 724). If in the present case the second mortgage had been created by the defendants, that case, and the principles upon which it was decided, might have had some application, but it was the mortgage of Lord Glasgow, and the defendants were under no liability in respect of it. The plaintiffs were, therefore, entitled to judgment for £12,000 and interest, but only upon the terms that, upon receiving payment of that sum, they reconvey the mortgaged property to the defendants, subject to such equity of redemption as might be subsisting in any person or persons other than the defendants themselves.—Counsel, *Hastings*, Q.C., and *F. Evans*; *Buckley*, Q.C., *Horsbugh*, and *Napier Trollope*. Solicitors, *Burrows, Barnes, & Pears*; *Trollope & Winkworth*.

TUDBALL *v.* MEDLICOTT—Kekewich, J., 20th July.

Will—Construction—Devise to Trustees, their Heirs and Assigns—Trust for Tenant for Life Subject to Condition to Repair and Insure—Estate of Trustees—Trust Property lost by Alleged Forged Deed—Duties and Liabilities of Trustees as to Recovering the Property.

This action was brought by an infant remainderman (by her next friend) against Messrs. Medlicott and Ponsford, the trustees under the will of her father's great-uncle, Amos Tudball, to have the defendants ordered to take proceedings to recover part of the trust property devised by the said will, or to have them declared jointly and severally liable for the loss of it. The testator, by his will, devised the property (freehold realty, with a few fixtures or chattels) to the defendants, their heirs and assigns, upon trust for the plaintiff's father, A. J. Tudball, for life upon condition of the premises being kept repaired and insured, and after his death upon trust for his child or children in fee. The plaintiff, now aged sixteen, was the only surviving child of A. J. Tudball, who, and the plaintiff's mother, was still living. Shortly after the testator's death a stranger asserted a title to the property under a mortgage deed purporting to have been executed by the testator very soon after the date of his will, but Mr. Ponsford, to whom the deed was shewn, and who had formerly been the testator's solicitor, had no doubt that it was a forgery. The property was afterwards sold under the power in the mortgage, and the trustees took no steps to assert their title, but accepted the balance of the purchase-money that remained after paying the mortgagee's claim. The testator's signature to the mortgage was supposed to have been forged by A. J. Tudball, who had since undergone a term of penal servitude in Australia for forgery committed there, and Mr. Ponsford's attention was called to the importance of getting evidence from him before his release from Rockhampton Gaol, but he took no steps. The cases of *Collier* v. *Walters* (22 W. R. 209, 17 Eq. 252), *Doe* v. *Willan* (2 B. & Ald. 84), *Houston* v. *Hughes* (6 B. & Cr. 405), *Baker* v. *White* (23 W. R. 670, 20 Eq. 166), *Cunliffe* v. *Brancker* (3 Ch. D. 393, 25 W. R. Dig. 339), *Marshall* v. *Gingell* (31 W. R. 63, 21 Ch. D. 790), *Woodhouse* v. *Walker* (28 W. R. 765, 5 Q. B. D. 404), *Doe* v. *Nicholls* (1 B. & Cr. 336), *Richardson* v. *Harrison* (16 Q. B. D. 85, 34 W. R. Dig. 224), *Re Jeffery's Trusts* (20 W. R. 667, 14 Eq. 136), *Annesley* v. *Simeon* (4 Madd. 390), *Andrew* v. *Williames* (54 L. T. N. S. 105), and *Fletcher* v. *Fletcher* (4 Hare, 67), were referred to.

Kekewich, J., said that the case raised questions of novelty and difficulty, and of especial interest and importance to trustees. The main question was whether the defendants Medlicott and Ponsford were responsible for the property devised by the will being not now available for its purposes, and the first point was as to the construction of the will. It seemed that the testator possessed a little real property, and some chattels connected with it, which he described as fixtures, and also some leasehold cottages and personal estate, and he made his will with reference to all of these. The question to be decided on the will was whether it gave the legal estate in the property to the two defendants, who were the trustees under it, and this must depend, subject to certain settled rules of construction, on the testator's intention, which was to be gathered from his language. His lordship could see no reason why the trustees must have the legal estate in order to enforce the conditions as to repairing and insuring. In dealing with trust and mortgage estates, where it was necessary to pass the legal estate, the testator had used the words "unto and to the use of," which undoubtedly passed it. His lordship's conclusion was that the legal estate in the property concerned was not vested by the will in the trustees at all—not even for the life of the tenant for life; and if the trustees had no legal estate they certainly could not have recovered the property. Then, as to the greater question whether, assuming that the trustees *had* taken some such estate—either the whole or a part—they had discharged their duty to their *cestuis que trust*, or whether they ought to have taken proceedings to recover the property, he proposed to decide it, though it was not necessary for the determination of the case to do so. Nothing would have been more improper than for him to have decided whether the mortgage deed of the 30th of August, 1870, was a forgery, in the absence both of the alleged forger and of the parties interested under the deed. It might be taken, however, for the present purpose, as admitted by Mr. Ponsford that he did not believe it was executed by the testator, and though he had notice of it shortly after the testator's death he did nothing. He and Mr. Medlicott were perhaps a little careless as trustees, but their office was a very difficult one; they had no money in hand, and no sufficient evidence of forgery. The real question was, were they bound to commence an action—assuming, that is, that they had the requisite estate in the property? Otherwise, of course, they had no power to do so. They had little, if any, other trust property out of which to provide the expenses. His lordship knew of no rule, and was satisfied there was no case, to the effect that a trustee was bound to bring an action to recover trust property at his own expense, where it had not been lost by his own default. Here it was not even clear that the estate *was* lost at all. Certainly the trustees might have come to the court for directions, but his lordship was not prepared to hold that trustees were *bound* to come to the court directly a difficulty arose. They might fairly say they were not paid and they would not do anything. This was an attempt to establish a new rule and a new liability on trustees. The case failed, and the next friend must pay the costs of the action.—Counsel, *Warmington*, Q.C., and *Rawlins*; *Neville*, Q.C., and *Chubb*; *S. Hall*, Q.C., and *Joyce*. Solicitors, *Bolton, Robbins, & Co.*, for *S. Hobbs, jun.*, Wells; *Johnston, Harrison, & Powell*, for *Little & Lamonby*, Penrith; *Rowcliffes & Co.*, for *Ponsford, Joyce, & Davis*, Bardon.

CASES AFFECTING SOLICITORS.

TAAFE *v.* FORD—Kekewich, J., 25th July.

Solicitor and Client—Fiduciary Relation—Investment on Insufficient Security—Misrepresentation—Negligence—Statute of Limitations—Trustee and Cestui que Trust.

This action was brought to make solicitors liable for advancing a client's money on insufficient security in the year 1877. The plaintiff, on coming of age in that year, became entitled to a sum of nearly £6,000 in court, and the solicitors received it out of court, and invested £4,500 of it on the security of some large buildings in Mark-lane. The client had, upon their recommendation, authorized them to invest £3,000 of his money on the security, and he was subsequently repaid the balance of £1,500. The total amount secured by the mortgage was £25,000, which sum was made up by contributions from various clients of Messrs. Ford, and themselves, and the mortgage was taken in the names of three of those clients, who were

made defendants to this action. Owing to many of the rooms not being let, the incomings never came up to what had been estimated, and ultimately the property was sold for £10,000 cash and £10,000 to remain secured on a second mortgage of the same, and some additional property belonging to the purchaser. The cases referred to were *Craig* v. *Watson*, 8 Beav. 427; *Dooby* v. *Watson*, 32 SOLICITORS' JOURNAL, 526, 36 W. R. 764; *Burdick* v. *Garrick*, 18 W. R. 387, 5 Ch. 233; and *Lake* v. *Bell*, 35 W. R. 212, 34 Ch. D. 462.

KEKEWICH, J., said that to his mind the case was perfectly clear. The plaintiff, on attaining his majority in 1877, became entitled to a considerable sum of money in court. Although it was not paid into his own hands, but to the defendants, Messrs. Ford, under the circumstances the receipt by them was clearly the receipt of the plaintiff by his attorneys. There was not the slightest trace in any document of anything like a trust of this money, or that Messrs. Ford were to invest it for the plaintiff, or anything more than that they were to hold it to his order. Some comment was made on their statement to the plaintiff that the whole of the money was to be advanced by their clients, when the fact was that a part was to be advanced by themselves, but that amounted only to a verbal criticism, and the fact itself was evidence of their honesty. The law supposed that a man who had attained his majority was competent to invest or spend his own money, and it appeared from his own evidence that he was quite able in 1877 to understand the nature of the proposal put before him. Unfortunately, Messrs. Ford had recommended a security which turned out to be insufficient. It was a speculative security—not using the term in a bad sense—but by the report of a competent surveyor it was considered a good security for £25,000. The whole correspondence shewed that the plaintiff thoroughly understood the matter at the time, and what sort of security it was. Being what was called a contributory mortgage, it was necessary to take it in the names of some persons, and the plaintiff had made no objection to that being done. When the crash came, another report was made; the plaintiff was kept informed of everything that was done, and he never objected, or accused the solicitors of abusing his confidence, but went on trusting them, and concurring in whatever was necessary to be done. The property was sold, and it had not been suggested that it had not been sold on the best terms that could be obtained, but only that trustees were not competent to sell on such terms. The rule, however, that trustees could not invest on second mortgages was not applicable to a case of this kind, but to cases where they were trustees for others only. The only ground on which the action could be maintained was the combination of trust and agency. He had not heard a word to justify an action for negligence, even if such an action had not been barred by the Statute of Limitations. The distinction from *Craig* v. *Watson* was plain and broad, and, besides, in that case Lord Langdale evidently considered that the solicitor had not acted properly, and his mind was obviously influenced throughout his judgment by that consideration. This case was entirely clear of anything of the kind. There was not even a suggestion that the solicitors had not acted throughout in a perfectly honest way. There must be judgment for all the defendants, with the costs of the action.—COUNSEL, *S. Hall*, Q.C., and *T. de C. Atkins*; *Warmington*, Q.C., and *Vernon Smith*. SOLICITORS, *E. Draper*; *Ford, Ranken-Ford, Ford, & Chester*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

REPORT OF THE COUNCIL.

(*Continued from page* 632.)

Investment of Cash under the Control of the Chancery Division.—The council have had under consideration the extent to which the securities authorized for the investment of cash under the control of the court should be extended. Ord. 22, r. 17, is in the following terms:—"Cash under the control of, or subject to the order of, the court may be invested in bank stock, East India stock, Exchequer bills, and £2 10s. per Cent. Annuities, and upon mortgage of freehold and copyhold estates respectively in England and Wales, as well as in Consolidated, Reduced, and New £3 per Cent. Annuities." Section 21, sub-section (i.), of the Settled Land Act, 1882, authorizes the investment of capital money on Government securities, or on other securities in which the trustees of the settlement (as defined by section 2 (1)) are by the settlement, or by law, authorized to invest trust money of the settlement, or on the security of the bonds, mortgages, or debentures, or in the purchase of the debenture stock of any railway company in Great Britain or Ireland, incorporated by special Act of Parliament, and having for ten years next before the date of investment paid a dividend on its ordinary stock or shares. The securities on which trustees, if not expressly forbidden, are by law authorized to invest trust moneys are the following (excluding as not requiring special mention Government securities and the particular railway securities mentioned in the section)—East India stock, stock of the Metropolitan Board of Works, debentures issued under the Mortgage Debenture Acts, 1865 and 1870, securities of the Government of the Isle of Man created under the Isle of Man Loans Act, 1880, where trustees are authorized to invest in Colonial Government securities, charges under the Improvement of Land Act, 1864, or mortgages thereof where trustees are authorized to invest on real securities, debentures or debenture stock of local authorities, issued under the Local Loans Act, 1875, and debentures or stock of local authorities and corporations specially authorized for trustees by the special Acts under which the issue is made. The Trusts (Scotland) Amendment Act (47 & 48 Vict. c. 63), r. 3, authorizes trustees under any trust, unless specially prohibited by the constitution or terms of the trust, to invest trust funds in the purchase of—(1) Any of the Government stocks, public funds, or securities of the United Kingdom; (2) stock of the Bank of England; (3) any securities the interest of which is or shall be guaranteed by Parliament; (4) debenture stock of railway companies in Great Britain incorporated by Act of Parliament; (5) preference, guaranteed, lien, annuity, or rent-charge stock, the dividend on which is not contingent on the profits of the year, of such railway companies in Great Britain as have paid a dividend on their ordinary stock for ten years immediately preceding the date of investment; (6) Stock or annuities issued by any municipal corporation in Great Britain, which annuities, or the interest or dividend upon which stock are secured upon rates or taxes levied by such municipal corporation under the authority of any Act of Parliament; (7) East India Stock, stocks or other public funds of the Government of any colony of the United Kingdom approved by the Court of Session, and also bonds or documents of debt of any such Government approved as aforesaid, provided that such stocks, bonds, or others are not payable to the bearer; (8) Feu-duties or ground-annuals. The same Act authorizes the investment of trust funds on loans on similar securities. The form of investment clause sanctioned for settlements made in the Chancery Division is not the same in all the chambers, as deviations are occasionally sanctioned by the judge after hearing the parties. The following investment clause for trustees was authorized in chambers in a very recent case—viz.:—"And it is hereby agreed and declared that the said A. and B. may invest the said moneys in any of the public stocks or funds or Government securities of the United Kingdom; or on real securities in England or Wales (but not in Ireland), including the security of a term of sixty years or upwards unexpired, and not liable to be determined under a proviso for re-entry; or in the stock of the Bank of England or Metropolitan Board of Works; or in or upon the stocks, funds, or securities of the Government of India for the time being, or the stocks or securities of the Government of any British colony or dependency; or in or upon the debentures, debenture stock, or preference or guaranteed stocks or shares of any railway, gas, or water company in Great Britain, incorporated by special Act of Parliament (and as regards preference stocks or shares, whether the dividends shall be contingent on the profits of each separate year or not), such company, or if the guaranteeing company be a different railway company, then such guaranteeing company having for at least two years immediately preceding the investment paid a dividend on its ordinary stock or shares; or in or upon the shares or stocks of any such railway company, a fixed or minimum rate of dividend on which shall be secured by a fixed rental payable by any other similar company, such last-mentioned company having for at least two years immediately preceding the investment paid a dividend on its ordinary stock or shares; or in or upon any debentures, stocks, or shares of any railway company in India, the interest or dividends whereon shall at the time of investment be guaranteed by the Government of India for the time being, or by the Secretary of State for India on behalf of such Government; or in or upon the stocks, funds, debentures, mortgages, bonds, or other securities of any municipal corporation of Great Britain (no investment in any security transferable by delivery only being intended to be hereby authorized), and on any loan on real security authorized by these presents; the trustees being at liberty to make or consent to any stipulation that the money so lent may remain for a certain time, not exceeding seven years, on such security, so nevertheless the interest of such money shall be paid punctually by equal quarterly or half-yearly payments, or within one calendar month after such quarterly or half-yearly payments shall become due." The council considered that the investments authorized by the Chancery Division for funds settled under the direction or with the sanction of the judge might properly be authorized for the investment of funds under the control of the court, and they addressed a communication to the Lord Chancellor on the subject, who promised to submit it to the rule committee of the judges. The council have reason to believe that an amended rule will very shortly be issued.

Customs and Inland Revenue Act.—The council gave very close attention to the Customs and Inland Revenue Act during its passage through Parliament, and succeeded in obtaining important modifications in its provisions relating to stamping deeds. The clause as to the stamping of deeds was altered to the extent of providing that, unless deeds are written on stamped material, they must be stamped within thirty days after the first execution. The Bill as introduced fixed fourteen days, and as a compromise between that period and the existing period of two months, which the council suggested should be allowed, thirty days was fixed by the Government. With regard to the date from which the period should begin to run, the Government insisted that it should in terms be the date of first execution, but the council were assured that the authorities at Somerset House would follow the practice which now prevails of treating the date inserted in the deed as being *primâ facie* evidence of the date of first execution, unless the deed bears on the face of it some evidence to the contrary. The personal penalties proposed to be imposed by clause 16, in addition to and not in substitution for the existing penalties for the non-stamping of deeds, were originally thrown on every person executing the document, but were, by an amendment introduced in committee, cast on the solicitor preparing the deed. In consequence, however, of a deputation from the council and some of the provincial law societies to the Chancellor of the Exchequer, solicitors have been relieved from this proposed responsibility, and the Government accepted an amendment imposing the penalty in the case of a bond, covenant, or instrument for securing an annuity, upon the obligee, covenantee, or other person taking the security; in the case of a conveyance or transfer, upon the vendee or transferee; of a lease, on the lessee; of a mortgage, bond, debenture, covenant, or warrant of attorney to confess and enter up judgment, on the mortgagee or obligee; of a transfer, assignment, deposition, or assignation of any mortgage, bond, debenture, or covenant (not being a marketable security), upon the transferee, assignee, or deponee; of a re-conveyance,

release, discharge, or surrender, on the transferee or other person redeeming the security; of a settlement, on the settlor. The council also obtained a modification in the section which, as originally introduced, prohibited the the ordinary condition of sale precluding objection on the ground of non-stamping or insufficient stamping of deeds, by which modification its operation has been confined to deeds executed after the passing of the Act.

Land Charges Registration and Searches Bill.—This Bill originated in the case of *Re Pope* (17 Q. B. D. 743, 34 W. R. 693), in which it was held that a judgment creditor who had obtained a receivership order, amounting in law to the delivery of the land in execution, could defeat a purchaser for value, although the latter had no possible means of ascertaining that the order had been made, the previous registration of the judgment not being necessary, and the registration of the receivership order not being required until a sale by the court under 27 & 28 Vict. c. 112 was desired. This decision disclosed the grave dangers to which purchasers are exposed owing to the defective state of the law relating to judgments, executions, and unregistered charges. Lord Justice Cotton, in his judgment, admitted the difficulty to purchasers, but added that it was not for the court but for the Legislature to cure the defect. The subject was discussed at the provincial meeting of the society at York in October, 1886, and a resolution was passed recommending that legislation should be sought not only to amend the defect in the Act of 1864, brought to light in *Re Pope*, but also for the registration of drainage and improvement charges, and of the title of trustees in bankruptcy, and for the extension of the system of official searches to the new registers; and further, if possible, that one comprehensive list should be kept at the central office comprising every incumbrance or charge which might affect or concern purchasers or mortgagees. For the protection of purchasers for value such a register is absolutely necessary, as a large number of unregistered incumbrances exist which have grown up from time to time, and the number of existing registers and records in different parts of the country is so great as to render a perfect and exhaustive search almost an impossibility. The council accordingly caused a Bill to be prepared in 1887, providing for the above objects, but the measure could not be proceeded with in that session owing to the pressure of other legislative business. The reforms aimed at are of an administrative character, and intended to perfect the legislation commenced in the second year of her Majesty's reign, and continued in 1864, for the protection of purchasers for value against secret charges. The object of the Bill is to protect purchasers, especially of small properties, when exhaustive searches are precluded by the attendant expense, and to promote the more easy and inexpensive transfer of land by providing that all secret charges should be void as against a purchaser for value unless registered at the central office. It is proposed to protect a purchaser from land charges already in existence, unless registered before the 31st of December, 1889. The Bill also provided that the clause of the Conveyancing Act as to official searches should apply to the registers and entries under the Act; and for the making of general rules for the purposes of the Act by the judges and the presidents of the Incorporated Law Society and of one of the provincial law societies, following in this respect the Solicitors' Remuneration Act, 1881. The Bill has been introduced into the House of Lords this session by Lord Hobhouse, and has been referred to the Special Committee appointed to consider the Land Transfer Bill. The council have presented a petition to the House of Lords in favour of the Bill, and they have also sent a statement of reasons in support of it to each member of the House of Lords.

Copyhold Act Amendment Bill.—The council have stated in various of their annual reports the steps which they have taken in connection with the long series of Copyhold Bills which were introduced into Parliament during the past seven years, and which ended in the Copyhold Act of 1887. The earlier of these Bills contained a scale of steward's compensation and payment for work done which was thought by stewards and solicitors, and by the council, unreasonably low, and after many interviews and much discussion, a scale was agreed to as a compromise. In all the subsequent Bills that scale was retained intact, but in Committee of the Lords, late in the session last year, it was altered and reduced below even the scale originally proposed. The minimum was reduced from £4 to 5s., and for a £5 enfranchisement the steward under the Act can only receive, both for work done and loss of office, 10s. As both in the north and south of England there are many copyholds in which the lord's pecuniary interest is under £5, this compensation is practically equivalent to no payment at all, for in order to carry out such an enfranchisement, the steward has to bestow an amount of time and labour for which his professional remuneration, calculated in the ordinary way, and even under the revision of the most rigid taxing master, would entitle him to charge more pounds than the shillings allowed by the scale, and that without any compensation for loss of office. In the present session Lord Hobhouse has carried through the House of Lords an amending Bill which is about to be introduced into the House of Commons. The council have succeeded in procuring insertion in this Bill of the old agreed scale in substitution for that it contained the Act of 1887. The present Bill contains some entirely new provisions as to minerals which would seem to be of considerable importance to those interested in copyhold land in mining districts. They do not appear to have undergone any discussion in the House of Lords. The council propose to enter into communication on this subject with the member of Parliament who may have charge of the Bill in the House of Commons.

Law of Distress Amendment Bill.—As originally introduced into the House of Lords, this Bill did not apply to agricultural holdings, and its objects (beside the exemption of wearing apparel, bedding, and tools from distress, to which no objection is made) were: (1) to require that none but certificated bailiffs should be employed to levy distresses; and (2) to empower the Lord Chancellor to make a scale of fees and expenses for distresses not exceeding £20, although this latter object was already attained by the 57 Geo. 3, c. 93, which prescribes a scale of expenses moderate in amount, and against which no complaint appears to have been made. The first object was sought to be attained by enacting with reference to distresses other than agricultural holdings the same provisions as are contained in the Agricultural Holdings Act, 1883, making it necessary that bailiffs should obtain a certificate from a county court judge. The reason for such legislation is, no doubt, to secure the employment of persons of good character, and thereby avoid oppressive conduct in levying distresses; a reason which applies with even greater force to distresses levied at dwelling-houses than to those upon agricultural holdings. It had been found, however, that the machinery of the Agricultural Holdings Act, 1883, for providing a supply of certificated bailiffs, had not worked satisfactorily; and in some cases considerable difficulty and hardships had arisen. Some of the county court judges had refused to certificate any but the ordinary county court bailiffs, and the certificated bailiffs were not always found ready and willing to act when required. The council therefore suggested that advantage should be taken of the opportunity afforded by this Bill to provide additional facilities for getting bailiffs certificated; as, for instance, by enabling the registrars of county courts, as well as the judge, to grant certificates, and by extending the power to magistrates, who by reason of residence in their districts, and opportunities of obtaining local information, would have better means of ascertaining the wants of the districts and the character of applicants for certificates than the county court judges. The House of Lords partially adopted the suggestion as to registrars of county courts by providing that the registrars may grant certificates in cases in which they may be authorised to do so by rules made by the Lord Chancellor. The Bill, as amended in the House of Lords, also enables certificates to be granted for particular cases, instead of general certificates only. The council also suggested that the Bill should regulate the expenses of distresses (other than upon agricultural holdings) in cases above £20, by applying the scale of the Agricultural Holdings Act, 1883. The Bill, as amended, however, took an entirely new shape. It proposed to repeal all the sections of the Agricultural Holdings Act relating to the levying of distresses; to make this Bill apply to all holdings; and to re-enact, with some variations, the repealed sections of the Agricultural Holdings Act. The material variation is, that instead of re-enacting schedule 2 of the Agricultural Holdings Act, or prescribing in any way by the Bill the fees and expenses to be authorised in distresses above £20, it is proposed to empower the Lord Chancellor to prescribe the fees and expenses in all cases, thereby empowering him to repeal the section of the 57 Geo. 3, c. 93, in cases under £20, and to establish, with reference to agricultural holdings as well as others, a different scale to that of the Agricultural Holdings Act in cases above £20. The council are not aware that any complaints have been made against the scale of the Agricultural Holdings Act, which was adopted by Parliament on the recommendation of a select committee of the House of Commons in 1882, and they consider that such scale should be retained, and applied to every description of holding, or that, at all events, the scale adopted should be sanctioned by Parliament and embodied in the Act and so become generally known, instead of being left to be settled by rules. In the case of *Coode* v. *Johns* (17 Q. B. D. 714) it was held, overruling the county court judge, that the percentage allowed by the schedule to the Agricultural Holdings Act (£3 per cent, under and 2½ per cent, above £50) does not belong to the bailiffs, but is to be retained by the landlord to cover solicitor's costs and the general expenses of the distress, which are often considerable. The council will promote amendments in accordance with these suggestions when the Bill reaches the House of Commons.

County Courts.—Since 1883 a committee of the society and a special committee of the council have had under consideration the question of the extension of the jurisdiction of the county courts, as well as the whole question of their practice and procedure; and in March last certain recommendations were agreed on, which were submitted to the Lord Chancellor for insertion in the County Court Consolidation Bill, which his lordship had introduced into Parliament. The Lord Chancellor replied that the Bill was simply a Consolidation Bill, and he could not therefore introduce into it the amendments suggested. When the Bill reached the Commons, and after it was read a second time, it was referred to the standing committee on law. Having regard to this fact, the council pressed upon the Government the adoption of the the following recommendations, which seemed to them to be urgently needed, viz.: That in all cases in which a default summons for over £10 has been issued the registrar should have the same powers of dealing with the action as are conferred upon a master under order 14. That a solicitor should be permitted to employ another solicitor to represent him at the hearing of any case. That plaints and summonses should, as is the practice in the supreme courts, be served by the plaintiff or applicant, or his solicitor if so desired, and that judgment should in like manner be enforced by bailiffs approved by the court and employed by the plaintiff. That judgments in the county court for sums exceeding £20 should carry interest as in the supreme courts. That with reference to the question of jurisdiction, which is to be raised in the House, the council are of opinion that.—(*a*) The jurisdiction of the county courts should be unlimited in amount, but that the defendant should have an absolute right to remove into the high court any action in which the debt, demand, or damage claimed or in dispute exceeds £50, no distinction being made between actions of contract and actions of tort, or, in matters within the equitable jurisdiction (clause 67 of the Bill), exceeds £500; (*b*) In order to enable the judge to deal satisfactorily with the larger and more important actions, all actions in which the debt, demand, or damage claimed or in dispute does not exceed £10 should be dealt with by the registrar, unless the judge, on the application of either party, shall otherwise order.

Local Government (England and Wales) Bill.—The council have considered this Bill, with special reference to the right of audience of solicitors before the county council. The Bill proposes to transfer to the county council certain powers now exercised by justices in, and out of, sessions, in relation

to which barristers and solicitors have enjoyed right of audience before the justices. The principal matters in relation to which this right of audience has been used are: (*a*) Licensing business under the acts relating to the sale of intoxicating liquors; (*b*) the licensing of houses or places for stage plays beyond the metropolis; (*c*) the licensing of houses and places for music or dancing; (*d*) the regulation of the storage and sale of explosives under the Explosives Act, 1875. The Bill also proposes to transfer to the county council the powers of the Board of Trade in relation to provisional orders under the Tramways and Electric Lighting Acts, and contemplates the transfer of other important matters now controlled by State Departments. In regard to these various matters, professional assistance will often be required by parties making or opposing applications to the county council, or to the licensing committees, by whom the Acts as to the Sale of Intoxicating Liquors are to be administered. The Bill contains no provision as to right of audience before the county council or licensing committee, and although it is probable that in practice parties would be professionally represented, it seems desirable that the right should be expressly conferred, so as to avoid any question respecting it, and also with the object of excluding unqualified persons. The council therefore prepared a clause for this purpose, which they forwarded to the President of the Local Government Board, with a request that he would introduce it with the Bill. The council have also taken steps towards making the qualification for clerks to the county council (who will take the place of Clerks of the Peace) that of Barrister or Solicitor.

Accumulations Bill.—The council have considered this Bill, the object of which is to prohibit compulsory accumulations after the minority of the person who, if of full age, would be entitled to the fund or its income. For this purpose it repeals the Act 39 & 40 Geo. 3, c. 98. Having regard to the case with which the object of a trust for accumulation can usually be avoided (subject only to expenses in life insurance and other ways) and having also regard to the great hardship often inflicted by such trusts where the settlor's intention cannot be defeated, the alteration in the present law which the Bill would affect appears desirable and worthy of support. The council drew attention to the fact that the clause maintaining the existing law, permitting accumulations for payment of the debts, may in many cases defeat the objects of the Bill.

Bankruptcy Sites Bill.—In this Bill, which was promoted by the Office of Works, the Government proposed to take power to close some of the existing thoroughfares in and about Lincoln's Inn. The council were of opinion that the powers sought would be prejudicial to the interests and convenience of the legal profession in the neighbourhood of Lincoln's Inn, and two members of their body attended before the committee of the House of Lords and gave evidence in support of the opposition to the Bill. As a result, certain modifications of the plans were obtained so as to secure access to the Strand.

Solicitors' Remuneration Order.—Each member of the Society will have received in January last a Supplement to the Digest of Cases and Opinions containing the decisions and conclusions arrived at during the year 1887. A case of great importance occurred towards the end of the year—*Re Newbould*—in which the Court of Appeal held that a solicitor could have no remuneration at all in respect of preliminary services in connection with a sale by auction unless he earns the conducting commission. This decision was at once submitted to Sir Horace Davey, Q.C., and Mr. R. S. Wright; and under their advice an appeal to the House of Lords was resolved on. Subsequently it was found that the circumstances rendered *Re Newbould* not a suitable case for the appeal, and another case—*Re Parker and others*—was, under counsel's advice, substituted, and came before Chitty, J., on April 12th, who simply followed *Re Newbould*, although deciding incidentally that, in his opinion, no distinction could be raised between payments to an auctioneer by way of a lump sum or by way of commission or charge, whether arrived at by percentage or not; and that he thought the attempted distinction too slight and too refined to affect the question (see No. 32 *Solicitors' Journal*, p. 385). The case was before the Court of Appeal on May 2nd (Cotton, Fry, and Lopes, L.JJ.), who, without expressing any opinion of their own, also followed *Re Newbould*, the respondents undertaking to refund in the event of the House of Lords reversing the decision, and the appellants undertaking to present their petition of appeal within one week. The case has been set down for hearing before the House of Lords. The profession are still without any judicial decision showing what is meant by a solicitor conducting an auction, and under what circumstances a solicitor can be entitled to the commission for conducting the legal business of an auction where an auctioneer is employed, and whether the payment by the client of a fee to an auctioneer for merely offering the lots deprives the vendor's solicitor of the solicitor's fee for conducting the auction.

Middlesex Registry.—In their last annual report the council stated the steps which they had taken with regard to the fees charged at the Middlesex Registry, and that they were then, through Mr. Munton, testing the question judicially whether a commissioner to administer oaths in London had or had not a right to administer the oath verifying a memorial—the Registrar contending that the oath could only be administered at the office of the Middlesex Registry by one of the officials there. The Divisional Court upheld the contention of the council, and granted a mandamus calling upon the registrar to accept oaths taken before commissioners to administer oaths in London. The registrar, in opposing the application for the mandamus, unsuccessfully raised a second point, viz., that the witness to a grantee's signature to a deed and memorial must also have seen the grantor execute the deed. The writ of mandamus was issued, but by the "return" the defendant raised a third point, viz., that an enfranchisement deed is not within the Statute of Anne. This new question formed the subject of a second hearing in the Divisional Court, but Lord Coleridge and Mr. Justice Mathew gave judgment thereon in favour of the plaintiff, and the mandamus was thereupon made peremptory. An appeal, however, has since been lodged on all three points, and the case now stands for hearing in the Appeal Court No. 1, and may be disposed of during the present Trinity sittings.

Death Duties—Claims of the Crown.—In the annual reports for 1886 and 1887 the council detailed the steps which they, with the assistance of Mr. Gregory, had taken for limiting the claims of the Crown with regard to death duties, and pointed out the hardships to which trustees, executors, and others liable for the payment of these duties were exposed by the present law. At the time, the Government, which has since gone out of office, undertook to introduce the clause proposed by Mr. Gregory into an omnibus Bill. The council brought the question under the notice of the present Chancellor of the Exchequer, who promised to give it careful consideration; and during the present session they, with the assistance of Mr. Sydney Gedge, M.P., obtained an assurance from the Government that the matter would receive early attention.

County Courts Bailiffs' Fees.—The attention of the council was called to a case in which a county court judge had decided that a bailiff was entitled to fees in respect of an abortive execution, to be recovered from the solicitor. The council, in the interests of the profession, supported the solicitor in an appeal to the extent of paying out-of-pocket expenses. The appeal has been heard, and the Divisional Court has decided that the plaintiff, and not his solicitor, is liable to pay the bailiffs' fees in respect of an abortive execution.

Society's Accounts.—The account of receipts and disbursements of the Society for the year ending 31st December, 1887, together with a statement of assets and liabilities, has been sent to each member of the society, with the circular convening the annual general meeting. The item of £9,144 11s. 5d. represents income of the society, as distinguished from income received by the society as the body to whom the examination of articled clerks is entrusted, and fees received by the society as registrar of solicitors. The item of £10,631 7s. 3d. represents income received by the society from articled clerks and from prize funds; and the item of £3,679 15s. represents income derived from fees paid for the preparation and issue of registrar's certificates, and entering commissions to administer oaths. The proportions in which the several funds should bear the charges set forth on the disbursement side of the account are not entered in the disbursement side of the statement of receipts and payments, as they must necessarily, to a great extent, be matters of estimate. The council are, however, of opinion, that the first three items in the second column of disbursements, amounting to £2,934 11s. 7d., are chargeable to the society's income of £9,144 11s. 5d., while the next two items in the second column, amounting to £5,218 1s. 5d., are chargeable against the Articled Clerks' Fund; that the item of £993 12s. 9d. should be charged against the registration income, and that the remaining items are properly apportionable and payable out of the three funds. The item of £908 18s. 5d. for interest on the balance of loans must be considered as forming part only of a sum chargeable against the three funds in the nature of rent, equivalent to interest on the sum of £115,509 18 4d. expended in the purchase of site and erection of buildings. In fact, the whole of the £10,631 7s. 3d. is exhausted by payment towards which that fund is applicable. The council have determined upon some alterations in the form of the accounts, the nature of which will appear when the accounts for the current year are laid before the society. The main feature of the alteration is that the receipts and payments on account of articled clerks will be shown separately.

Matters relating to Solicitors.—During the past year six solicitors have been struck off the rolls at the instance of the society, two have been suspended, and two ordered to pay costs. Five other case have been referred to the master, and, besides these, six cases are now pending. Two applications for restoration to the rolls have, at the instance of the society, been refused. The council have during the same period obtained convictions against unqualified persons in twelve cases under the 12th section of the Solicitors Act of 1874 (37 & 38 Vict. c. 68), and fines have been inflicted in all cases.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th July, 1888:—

Bazeley, Henry Russell
Beardall, Julius William Edwin
Bosson, Walter Ernest
Broadbent, Frederic William
Brooks, Arthur Edgar
Burke, Edward Estcourt
Burton, Edwin Hubert
Campbell, Donald
Chinn, Harold William
Clarke, Charles Frederick Loriston
Cleverton, Frederick Ernest
Clinton, Norman
Clough, Gerard Duncombe
Cockburn, John Henry
Cohen, Harry Morris
Cooper, Francis Meredith
Craven, Mark Herbert
Davenport, Ernest Newton
Davies, Evan Robert
Dawson, Conrad Edward
Dodd, Edward Norman
Drawbridge, William Spencer
Dust, Charles Arthur
Evershed, Edwin John
Flower, Reginald Henry
Gibbons, Wilfred Ernest
Goode, William Winter
Griffiths, Rowland Edward
Hanmer, Thomas Anthony
Harvey, Frederick Wilkinson
Heilmann, Peter
Henry, Thomas Gibson
Hilbery, Harry Stanley
Hill, Samuel Bonnett
Hind, Charles Sidney
Hitchins, William Stanley
Hortin, William Hurlstone
Hossell, Herbert
Houlton, Frederic Robertson
Ingram, Rowland Welldon

Jones, Charles James	Ratcliffe, Henry Beanland
Jones, Frederic Graham	Redfern, Richard
Jones, Harry	Richardson, Edward
Kennedy, Duncan Gibb	Riley, Alfred
Large, Robert	Robinson, Lewis W.
Laycock, Frederick Uttley	Rosevere, William Parminter
Lees, William	Smith, Charles Lakin
Levick, William Parry	Smith, Lindsey
Lloyd, Herbert Thomas Charles	Strickland, George John
Longhurst, Thomas	Stubbins, Arthur
Mack, George	Sykes, Arthur Firth
Meikle, James Edward	Tangye, Allan
Miles, Gilbert	Thorp, Thomas
Milnes, Herbert Eli	Turner, Cyril Edward
Mole, Herbert	Turner, Frank
Morton, Gerard Sinclair	Waterlow, William Alfred
Murray, Samuel Birmingham	Watney, Frank Dormay
Nicholl, Francis William	Way, Douglas Walter
Norris, John Lapage	Williams, Jenkin Rees
Norrish, John Sydney	Williams, John Edmund
Paddison, Alfred	Williamson, Percy Mason
Parker, Ernest Neville	Wilson, John
Pearse, Theed	Wood, William Wilson
Pooley, Walter Harold	Woodwark, Harwood de Courcy
Pugsley, John Follett	Woolston, Charles Eustace
Pullin, Arthur	Yeo, William John

NEW ORDERS, &c.

TAXING MASTER'S OFFICE.

NOTICE.

The vacation taxing master, Mr. Ryland, will, at the request of the parties, take any reference in which the payment or distribution of money in court under any order made on or after the 19th of July, 1888, depends upon the taxation of costs, provided that the copy of the order, together with the bills and vouchers, be carried in on the 13th of August, or within seven days after the passing of the said order.

July, 1888.

LEGAL NEWS.

OBITUARY.

Mr. GILBERT PROCTER, solicitor (of the firm of Gregg & Procter), of Carnforth, Kirkby Lonsdale, and Burton-in-Kendal, died at Burton-in-Kendal on the 10th inst., after a short illness. Mr. Procter was the eldest son of the Rev. Gilbert Procter, vicar of Egton, and was born in 1852. He served his articles with Mr. Harrison, of Kendal, he was admitted a solicitor in 1874, and he shortly afterwards went into partnership with Mr. Gregg, of Kirkby Lonsdale. He had a considerable practice in the district. Mr. Procter was a governor of the Burton-in-Kendal Educational Charities. He was married to the only daughter of Mr. William Charles Cotton, and he leaves one son and two daughters.

Mr. MICHAEL THOMPSON, solicitor, of Kendal, was drowned in Morecambe Bay on the 12th inst. Mr. Thompson was in a sailing yacht with a party of ladies when the vessel was overturned by a sudden gust of wind. The rest of the party were saved. Mr. Thompson swam for a considerable distance, when he was seized with cramp, and was unable to reach the shore. Mr. Thompson was the son of Mr. Robert Fisher Thompson, solicitor, registrar of the Kendal County Court, and was born in 1858. He served his articles with his father, and he was admitted a solicitor in 1881.

Mr. EVELYN BAZALGETTE, Q.C., died at his residence, 14, Devonshire-place, on the 23rd inst., in his eighty-seventh year. Mr. Bazalgette was the fifth son of Louis Bazalgette, and was born in 1802. He was educated at Balliol College, Oxford, where he graduated first class in Classics and second class in Mathematics in 1824. He was called to the bar at Lincoln's-inn in Easter Term, 1827, and he practised for many years in the Chancery Division. In 1858 he received a silk gown from Lord Cranworth, but he had long ceased to practise. Mr. Bazalgette was a bencher of Lincoln's-inn, of which society he was treasurer in 1874.

APPOINTMENTS.

Mr. JOHN CULLIMORE, solicitor (of the firm of Birch, Cullmore, & Douglas), of Chester, has been appointed a Magistrate for that city. Mr. Cullimore was admitted a solicitor in 1866.

Mr. CHARLES SYDNEY GOVER, solicitor, of 71, Queen-street, Cheapside, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM EDWARD CAVE, solicitor, of Altrincham, has been appointed Registrar of the Altrincham County Court (Circuit No. 7) in succession to Mr. James Southern, resigned. Mr. Cave was admitted a solicitor in 1864.

Mr. EDWARD BOOTH WANNOP, solicitor, of Petersfield and Kidhurst, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EVELYN ALSTON HEAD, solicitor, of East Grinstead and Godstone, has been appointed Clerk to the Lingfield School Board. Mr. Head was admitted a solicitor in 1874. He is clerk to the East Grinstead School Board, and to the Godstone Board of Guardians and Highway Board, and superintendent-registrar for the Godstone District.

Mr. FRANK MCGOWEN, solicitor, of Bradford and Baildon, has been appointed Clerk to the North Bierley Local Board. Mr. McGowen was admitted a solicitor in 1876.

Mr. JOHN ARTHUR HUGHES, solicitor, of Barry and Cadoxton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. R. J. R. LOXDALE, solicitor (of the firm of Loxdale & Jones), of Sydney-terrace, Fulham-road, Brompton, London, has been appointed a Commissioner to administer Oaths in the Supreme Court.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FREDERICK PRICE and FREDERICK ARTHUR WOODCOCK (Price & Woodcock), Manchester, solicitors. June 23.

CHARLES BLAKE, F. A. SNOW, W. E. SNOW, and CHARLES J. FOX (Blake, Snows, & Fox), 22, College-hill, London, solicitors. May 26. So far as Charles Blake is concerned. [*Gazette*, July 20.

GENERAL.

At the Bodmin Assizes, on Saturday, Mr. Justice Day, in charging the grand jury, remarked that he had to congratulate them upon some changes in the administration of justice which were about to take place. He was happy to be able to tell them that the pernicious practice of grouping, which had hitherto prevailed, was about to be abandoned in all the southern, and he thought he might add also in all, or nearly all the midland counties, so that prisoners would not only not be subject to what he deemed to be the great hardship of being tried out of their counties and away from their friends and all who could render them assistance at their trial, but also great inconvenience would be spared to witnesses, prosecutors, and all who were concerned in the administration of justice. He was likewise glad to say that in future they were not to be troubled with more than three assizes a year, and those would be held within the limits of their own county.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., July 30	Mr. Godfrey	Mr. Leach	Mr. Pemberton	Mr. Rolt
Tuesday ... 31	Rolt	Beal	Ward	Godfrey
Wed., Aug. 1	Ward	Leach	Pemberton	Rolt
Thursday.. 2	Pemberton	Beal	Ward	Godfrey
Friday 3	Koe	Leach	Pemberton	Rolt
Saturday... 4	Clowes	Beal	Ward	Godfrey

		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, July	30	Mr. Carrington	Mr. Lavie	Mr. Clowes
Tuesday	31	Jackson	Pugh	Koe
Wednesday, Aug.....	1	Carrington	Lavie	Clowes
hursday.....	2	Jackson	Pugh	Koe
Friday	3	Carrington	Lavie	Clowes
Saturday	4	Jackson	Pugh	Koe

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AIRESIDE STEEL AND IRON CO., LIMITED.—North, J., has fixed July 30, at 12, at his chambers, for appointment of official liquidator

FIFTH AVENUE HOTEL, BRIGHTON, LIMITED.—Stirling, J., has fixed July 31, at 12, at his chambers, for appointment of official liquidator

NEVIN UNITED GRANITE QUARRIES (CARNARVONSHIRE), LIMITED.—Petn for winding up, presented July 19, directed to be heard before North, J., on Saturday, July 28. Corbin & Greener, Gresham st, solors for petner

TRADING STEAMSHIP CO., LIMITED.—Creditors are required, on or before Aug. 20, to send their names and addresses, and particulars of their debts or claims, to Cecil Harrison, 18, Cullum st. Thursday, Oct. 25, at 12, is appointed for hearing and adjudicating upon debts and claims

UNITED KINGDOM METAL EDGED BOX CO., LIMITED.—Stirling, J., has fixed Aug. 7, at 12, at his chambers, for appointment of official liquidator

FRIENDLY SOCIETIES DISSOLVED.

CHELSEA PENSIONERS' BURIAL SOCIETY, Prince of Wales's Feathers, St. Benedict's, Norwich. July 18

GRAND UNITED ORDER OF ODD FELLOWS' FRIENDLY SOCIETY (OTHERWISE REHOBOTH SHALL PROSPER LODGE), Black Bull Inn, Colne, Lancaster. July 17

SUSPENDED FOR THREE MONTHS.

FRIENDLY SOCIETY, Wheelbarrow and Castle Inn, Radford, Worcestershire. July 17

London Gazette.—TUESDAY, July 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONSUMERS' DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Petn for winding up, presented July 24, directed to be heard before North, J., on Saturday, Aug. 4. Rexworthy, Cheapside, solor for petner

FIFTH AVENUE HOTEL, BRIGHTON, LIMITED.—By an order made by Stirling, J., dated July 13, it was ordered that the above be wound up. Whitfield & Richardson, Finsbury pavement, solors for petners

NIELD & CO., LIMITED.—North, J., has fixed Wednesday, Aug. 1, at 1, at his chambers, for appointment of official liquidator

NORTHERN COUNTIES GROCERS' SUPPLY ASSOCIATION, LIMITED.—Petn for winding up, presented July 23, directed to be heard before Kay, J., on Oct. 27. Rogers, Chancery lane, agent for Criddle, Newcastle on Tyne, solor for petners

STOCKTON AND DARLINGTON STEAM TRAMWAYS CO., LIMITED.—Petn for winding up, presented July 21, directed to be heard before Kay, J., on Aug. 3. Soutter, Parliament st, solor for petner

TRADING STEAMSHIP CO., LIMITED.—Creditors are required, on or before Aug. 20, to send their names and addresses, and particulars of their debts or claims, to Cecil Harrison, 13, Cullum st. Thursday, Oct. 25, at 12, is appointed for hearing and adjudicating upon debts and claims

UNION ELECTRICAL POWER AND LIGHT CO., LIMITED.—Chitty, J., has, by an order dated June 26, appointed Harrington Evans Broad, 1, Walbrook, to be official liquidator. Creditors are required, on or before Aug. 30, to send their names and addresses, and particulars of their debts or claims, to the above. Friday, Oct. 26, at 12.30, is appointed for hearing and adjudicating upon the debts and claims

WESTMORELAND GREEN AND BLUE SLATE CO., LIMITED.—By an order made by Kay, J., dated July 14, it was ordered that the company be wound up. Seal, Serjeants' inn, Fleet st, agent for Wade & Co., Bradford, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

NEW FRIENDLY SOCIETY, New Inn, Codnor, Derby. July 19

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 20.

WIGFIELD, HENRY, Rotherham, York, Mercer. Aug. 31. Wigfield v. Wheatley, North, J. Stevenson & Couldwell, Gracechurch st

London Gazette.—TUESDAY, July 24.

GRANGER, HENRY, Soham, Cambridge. Oct. 1. Youngman v. Stevens, Chitty, J. Bye, Soham

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 17.

APPLEBY, THOMAS, Stockton on Tees, Bookseller. Aug 13. Watson & Co, Stockton on Tees

ATKINSON, EMILY URSULA, Carleton rd, Tufnell pk. Aug 25. Bell & Co, Lincoln's inn fields

BEVINGTON, JANE, Sydenham pk, Sydenham. Aug 29. Munns & Longden, Old Jewry

BISHOP, THOMAS, St Michael's alley, Cornhill, Colonial Agent. Nov 6. Lowless & Co, Martin's lane

BOOTH, MARTHA, Beechfield, Swinton, Lancaster. Aug. 18. Ogden, Manchester

BROWN, WILLIAM HENRY, West Hill, Sydenham, Glass Merchant. Aug 20. Rogers, Leadenhall bldgs

CARTWRIGHT, MARY ELIZABETH, Bloomfields Keymer and Sillwood Lodge, Brighton. Aug 31. Brewer, Mark lane

CHARLES, ALBERT ONESIPHORUS, Trinity rd, Tulse Hill, Private Secretary and Secretary to the Homes for Little Boys. Aug 10. Turner, Gresham st

DICEY, FRANCIS (or FRANE) WILLIAM, Tite st, Chelsea, Artist. Aug 20. Barker, Bedford row

DORE, EDWARD, Warsop, Nottingham, Farmer. Sept 22. Hodding & Beevor, Worksop

FORDER, WILLIAM, Southampton, Wine Merchant. Sept 1. Shackles & Son, Land of Green Ginger

GIBBS, MARY, Kentish Town rd. Sept 1. Patten, Gray's inn sq

GOLDSBOROUGH, ELIZABETH, Baston Vicarage, Market Deeping. Aug 16. Davidson, Jarrow

HEAPS, JOSHUA GARSED, Potternewton, Leeds, Gent. Sept 13. North & Sons, Leeds

HEWETT, WILLIAM NATHAN WRIGHTE, Southsea, Hants, Vice-Admiral, R.N. Aug 13. Hallett & Spottiswoode, Craven st

HILL, MARY, Harpurhey, nr Manchester. Aug 1. Walker, Manchester

HOLLIOAKE, ABRAHAM, Moseley st, Birmingham, File Manufacturer. Aug 31. Tyler & Tanner, Birmingham

KERSHAW, RALPH, King's rd, Audenshaw, nr Manchester, Cotton Merchant. Aug 1. Walker, Manchester

LEIGH, SILAS, Beechfield, Swinton, Lancaster, Gent. Aug 18. Ogden, Manchester

LOFTY, ELIZABETH, Newmarket ter, Heigham, Norwich. Aug 28. Goodchild, Norwich

MACAULAY, AMELIA, Adelaide, South Australia. Aug 25. Pyke & Minchin, Metal Exchange bldgs, E.C.

MARTIN, JOHN, Queen's pk rd, Brighton, Surveyor. Aug 18. Nye, Brighton

MORLEY, GEORGE, Garforth, York, Land Agent. Aug 4. Calvert, York

PRICE, ANNE, Morriston, Swansea. Sept 1. Hartland & Isaac, Swansea

READ, ELIZABETH, Canonbury st, Essex rd. Aug 13. Clarkson & Co, Doctors commons

REED, JOSEPH, Preston rd, Brighton, Gent. Aug 14. Harker, Brighton

ROACH, WILLIAM HENRY, Newport, I. W., Gent. Aug 9. Dixon & Co, Bedford row

SCORSE, MARY, Helston, Cornwall. July 20. Anthony, Helston

SMEE, MARY, Woodberry Down, Stoke Newington. Aug 1. Janson & Co, Finsbury circus

STANE, JOHN BRAMSTON, Buckfield, Sherfield, nr Basingstoke, Esq. Aug 31. A. F. & R. W. Tweedie, Lincoln's inn fields

STOREE, SAMUEL, Kirkby, Lancaster, Gent. Sept 1. Bellringer & Cunliffe, Liverpool

TAYLOR, MARY ANN, Victoria st, Sheffield. Aug 30. F. J. Sarjeant, Victoria st, Sheffield

WOOD, LOUISA MARIA, Promenade, Southport. Aug 8. Lord & Son, Ashton under Lyne

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 20.

RECEIVING ORDERS.

ATHERTON, JOHN HENRY, Wigan, Chemist Wigan Pet July 14 Ord July 14

ATKINSON, JOHN, Kendal, Westmoreland, Innkeeper Kendal Pet July 16 Ord July 16

ARNFIELD, SQUIRE OWEN, Blackburn, Travelling Auctioneer Blackburn Pet July 18 Ord July 18

BARNARD, WILLIAM, Leicester, Beerhouse Keeper Leicester Pet July 16 Ord July 16

BATTEN, JESSE, Offwell, nr Honiton, Devon, Farmer Exeter Pet July 17 Ord July 17

BENNETT, JOHN, Silloth, Cumberland, Licensed Victualler Kendal Pet July 16 Ord July 16

BIRCUMSHAW, HENRY, Greasley, Nottingham, Horse Slaughterer Nottingham Ord July 16 Pet July 16

BOWER, WILLIAM FINNEY, Queen Victoria st, Engineer High Court Pet May 26 Ord July 16

BOYDEN, THOMAS, Gray's inn rd, Builder High Court Pet June 29 Ord July 17

BUDDEN, JOHN, Bournemouth, Cab Proprietor Poole Pet July 18 Ord July 18

BULMER, FREDERICK, South grove, Highgate, Clerk High Court Pet Dec 22 Ord July 17

BRIDGE, JOHN WILLIAM, Cheetham hill, Manchester, no occupation Manchester Pet May 19 Ord July 18

CLARKE, WILLIAM, Bingham, Notts, Baker Nottingham Pet July 18 Ord July 18

COCHRAN, JAMES ELPHINSTON, Brighton, Provision Merchant Brighton Pet July 17 Ord July 17

COOKSON, J, & CO, Leeds, Stockbrokers Leeds Pet July 5 Ord July 16

CUMBERLAND, WILLIAM, Lenton, Nottingham, Grocer Nottingham Pet July 17 Ord July 17

DICKINSON, EDMUND, Millom, Cumberland, Provision Dealer Whitehaven Pet July 17 Ord July 17

DOULEY, JAMES, Greyhound lane, Streatham common, Builder High Court Pet May 30 Ord July 18

ELLIS, ROBERT RODERICK, OWEN GRIFFITH ELLIS and RICHARD JENKINS ELLIS, Aberystwith, Ironfounders Aberystwith Pet July 16 Ord July 16

ELSE, WILLIAM, Darley, Derbyshire, Miller Derby Pet July 18 Ord July 18

ELVIDGE, HILDRED, Stamford, Lincs, Joiner Peterborough Pet July 16 Ord July 16

FISHER, FREDERICK WILLIAM, Queen Victoria st, Ironmonger High Court Pet July 17 Ord July 17

FLETCHER, CHARLES BUZZARD, Belgrave, Leicestershire, Tailor Leicester Pet July 16 Ord July 16

FOSTER, JOHN, Penrith, Cumberland, Painter Carlisle Pet July 16 Ord July 16

FROUD, WILLIAM, Digby terr, Stratford, Builder High Court Pet July 17 Ord July 17

GOODWYN, CHARLES SAMUEL, Anerley, Surrey, Gent Croydon Pet July 17 Ord July 17

HALLETT, C. M. HUGHES, Crawley, Sussex, Gent. Brighton Pet June 25 Ord July 16

HARBOT, BENJAMIN, Belgrave, Leicestershire, out of business Leicester Pet July 17 Ord July 17

HARTLEY, JOHN, Colne, Lancashire, Plasterer Burnley Pet July 18 Ord July 18

HIBBERT, ARTHUR HENRY, Nottingham, Commission Agents' Clerk Nottingham Pet July 17 Ord July 17

HITCHEN, HENRY, Nottingham, Lace Draughtsman Nottingham Pet July 17 Ord July 17

HOLMES, WILLIAM SAMUEL, Wellington, Salop, Haberdasher Madeley Pet July 14 Ord July 14

JACKSON, JOHN, Leicester, Joiner Leicester Pet July 18 Ord July 18

JENKINS, EVAN, Garth Maesteg, Glamorganshire, General Dealer Cardiff Pet July 17 Ord July 17

JONES, CHARLES HOWELL, and JOHN HUDSON, Bristol, Plumbers Bristol Pet July 17 Ord July 17

LANE, GEORGE FREDERICK, Salisbury, Tailor Salisbury Pet July 18 Ord July 17

LOUGHER, MOSES, Ynyshir, Glamorganshire, Grocer Pontypridd Pet July 17 Ord July 17

MAXWELL, WILLIAM, Nottingham, Draper Nottingham Pet July 17 Ord July 17

MUMMERY, JOHN EDMUND, Lowestoft, Fish Merchant Gt Yarmouth Pet July 18 Ord July 18

NICOLLS, EDWARD, Callington, Cornwall, Solicitor East Stonehouse Pet July 16 Ord July 16

OWSTON, EDWIN CHARLES, York, Organist Derby Pet July 17 Ord July 17

PENNELL, GEORGE DANIEL, Dyne rd, Kilburn, Commercial Clerk High Court Pet July 18 Ord July 18

PITT, WALTER, and WILLIAM PITT, Gt Yarmouth, Fruiterers Gt Yarmouth Pet July 16 Ord July 16

PRITCHARD, EDWARD, Birkenhead, Painter Birkenhead Pet July 16 Ord July 16

SAMPSON, ROBERT, New Sleaford, Lincs, Newspaper Proprietor Boston Pet July 18 Ord July 18

SCOBLE, JOHN WILLIAM, jun, East Stonehouse, Devon, Grocer East Stonehouse Pet June 29 Ord July 16

SERGEANT, HARRY, Wetherby, Yorks, Auctioneer York Pet July 2 Ord July 17

SHEELEY, WILLIAM ROLFE, Staines rd, Twickenham, Dealer in Horses Brentford Pet July 18 Ord July 18

SNOWDEN, JOHN THOMAS, Skipton, Yorks, Joiner Bradford Pet July 17 Ord July 17

SUNDERLAND, FRANK, Birmingham, Pork Butcher Birmingham Pet July 12 Ord July 12

TYSON, GEORGE, Egremont, Cumberland, Grocer Whitehaven Pet July 16 Ord July 16

WALL, GEORGE, Liversedge, Yorks, Innkeeper Leeds Pet July 18 Ord July 18

WAY, RICHARD BRYANT, Wimbledon, Surrey, Butcher's Foreman Kingston, Surrey Pet July 18 Ord July 18

WILKES, GEORGE, Westbromwich, Staffs, out of business Oldbury Pet July 18 Ord July 18

WILLIS, STEPHEN, Lechlade, Glos, Builder Swindon Pet July 17 Ord July 17

NOTE.—LAMBTON, Hon GEORGE, High Court, 585.—The Receiving Order in this matter was gazetted in error, the proceedings having been further stayed until July 27

FIRST MEETINGS.

ALLEY, JOHN, Craig's ct, Charing Cross July 27 at 12 33, Carey st, Lincoln's inn

BARNARD, WILLIAM, Leicester, Beerhouse Keeper July 30 at 3 28, Friar lane, Leicester

BATTEN, JESSE, Offwell, nr Honiton, Devonshire, Farmer Aug 1 at 10.30 The Castle, Exeter
BENKEL, LOUIS, Stoke Newington rd, Watchmaker July 27 at 11 33, Carey st, Lincoln's inn
BILLING, REGINALD, Huddleston rd, Tufnell pk, Clerk July 27 at 2.30 33, Carey st, Lincoln's inn
BIRCUMSHAW, HENRY, Greasley, Notts, Horse Slaughterer July 28 at 12 Off Rec, 1, High pavement, Nottingham
BRAMLEY, FREDERICK, Leicester, Plasterer July 27 at 3 28, Friar lane, Leicester
BURNETT, JOHN, Leeds, Cab Proprietor July 30 at 11 Off Rec, 22, Park row, Leeds
CHERRY, ALFRED, York, Plumber July 28 at 12 Off Rec, York
COLMER, HENRY WEBBER, Holyhead, Anglesey, Commercial Traveller July 27 at 2.30. Bankruptcy Office, Crypt chbrs, Chester
DICKINSON, EDMUND, Millom, Cumberland, Provision Dealer July 31 at 2 67, Duke st, Whitehaven
DUCKETT, WILLIAM EDWARD, Ramsgate, Cycle Agent July 27 at 4 72, High st, Ramsgate
DUNSTAN, H. MANWARING, Abbotsleigh, Maidenhead, Gent July 27 at 12 109, Victoria st, Westminster
ELVIDGE, HILDRED, Stamford, Lincolnshire, Joiner Aug 3 at 12 County court, Peterborough
EVANS, EDMUND ROBERT, Barmouth, Merionethshire, Grocer July 31 at 12.15 Gorsygedol Hotel, Barmouth
FLETCHER, CHARLES BUZZARD, Belgrave, Leicestershire, Tailor July 30 at 12.30 28, Friar lane, Leicester
FOSTER, JOHN, Penrith, Painter July 30 at 12.30 Off Rec, 34, Fisher st, Carlisle
GEAKE, CHARLES HENRY STEVENS, Ormesby, St Margaret, Norfolk, Postmaster July 28 at 12 Off Rec, 8, King st, Norwich
GLAZEBROOK, JOHN HENRY, jun, Shoreham, Sussex, Butcher July 27 at 12 Off Rec, 4, Pavilion bldgs, Brighton
HALL, HENRY, Liverpool, Licensed Victualler July 31 at 2 Off Rec, 35, Victoria st, Liverpool
HAMLIN, HENRY, Hartford rd, Kingsland, Builder July 27 at 2.30 33, Carey st, Lincoln's inn
HARBOT, BENJAMIN, Belgrave, Leicestershire, out of business July 31 at 12.30 28, Friar lane, Leicester
HENRY, JOSEPH, Nottingham, Hardware Dealer July 27 at 12 Off Rec, 1, High pavement, Nottingham
HOLMES, WILLIAM SAMUEL, Wellington, Salop, Haberdasher Aug 15 at 11.10 County Court Office, Madeley
JAMES, DAVID, New Quay, Cardiganshire, Grocer July 30 at 2.30 Townhall, Aberystwith
KNIGHT, DAN, and CYRIL PRICE, Blaenavon, Mon, Grocers July 30 at 1 Off Rec, 12, Tredegar pl, Newport
KNIGHT, WILLIAM, Oldbury, Worcestershire, Glass Maker July 30 at 10.30 County Court, Oldbury
LAYTON, SAMUEL, Gt Yarmouth, Fish Merchant July 28 at 11 Off Rec, 8, King st, Norwich
LEE, ALFRED, Late Pilton, Barnstaple, Devonshire, Dairyman July 30 at 10.30 Sanders & Son, High st, Barnstaple
LITTLE, JAMES, Croydon, Surrey, Draper Aug 1 at 3 109, Victoria st, Westminster
MANN, EDWARD HENRY, Tunbridge Wells, no occupation July 31 at 3 Messrs. Spencer & Reeve, Mount Pleasant, Tunbridge Wells
MARTIN, E. W. Tunbridge Wells, Builder July 31 at 2 Messrs. Spencer & Reeve, Mount Pleasant, Tunbridge Wells
NEAL, THOMAS BRISTOW, Bridgend, Glamorganshire, Travelling Draper July 30 at 2.30 Off Rec, 29, Queen st, Cardiff
PALMER, ROBERT, Bocking, Essex, Engineer July 31 at 11 Horn Hotel, Braintree
PIKE, ARTHUR, Ibstock, Leicestershire, Monumental Mason July 27 at 12.30 28, Friar lane, Leicester
PITT, WALTER, and WILLIAM PITT, Gt Yarmouth, Fruiterers July 28 at 1 Off Rec, 8, King st, Norwich
POTTER, JOHN WRIGHT, Scarborough, Gent July 27 at 11 Off Rec, 74, Newborough st, Scarborough
REYNOLDS, WILLIAM, New Shildon, Durham, Grocer July 27 at 3.30 Three Tuns Hotel, New Elvet, Durham
RICKETT, JOHN CHARLES, Cricklewood station, Coal Merchant July 27 at 11 16 Room, 30 and 31, St Swithin's lane
RILEY, WILLIAM ALLEN, Lichfield, Staffordshire, Farmer July 30 at 12.15 Swan Hotel, Lichfield
SERGEANT, HARRY, Wetherby, Yorkshire, Auctioneer July 28 at 10.30 Off Rec, York
SNOWDEN, JOHN THOMAS, Skipton, Yorks, Joiner July 31 at 11 Off Rec, 31, Manor row, Bradford
STOMM, W J, Imperial bldgs, Ludgate hill, Patent Agent July 27 at 12 33, Carey st, Lincoln's inn
TIDSWELL, WILLIAM BORMAN, Gt St Helens, Bishopsgate st, General Merchant July 27 at 11 33, Carey st, Lincoln's inn
TUCKEY, LOUISA THEODORA, Swindon, Wilts, Spinster July 27 at 11.30 Off Rec, 32, High st, Swindon
TYSON, GEORGE, Egremont, Cumberland, Grocer July 30 at 12 67, Duke st, Whitehaven
WAGNER, FREDERICK, Pontefract, Butcher July 27 at 10 Red Lion Hotel, Pontefract
WALKER, JOHN WILLIAM, Leeds, Joiner July 30 at 12 Off Rec, 22, Park row, Leeds
WHITAKER, JOHN, Blackpool, Lancs, Printer July 27 at 2.30 Off Rec, 14, Chapel st, Preston
WHITFIELD, THOMAS FRANCIS, Brighton, Sussex, Publican July 28 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
WILSON, HENRY, and JOSEPH WAIN, Church ter, Battersea, Contractors July 30 at 12 109, Victoria st, Westminster

ADJUDICATIONS.

ARNFIELD, SQUIRE OWEN, Blackburn, Travelling Auctioneer Blackburn Pet July 18 Ord July 18
ATHERTON, JOHN HENRY, Wigan, Chemist Wigan Pet July 13 Ord July 14
ATKINSON, JOHN, Kendal, Westmoreland, Innkeeper Kendal Pet July 16 Ord July 16
BANKS, THOMAS JAMES, Buckhurst hill, Essex, Draper Chelmsford Pet June 11 Ord July 16
BATTEN, JESSE, Offwell, nr Honiton, Devonshire, Farmer Exeter Pet July 17 Ord July 17
BENNETT, JOHN, Silloth, Cumberland, Licensed Victualler Kendal Pet July 14 Ord July 16
BENTOTE, J, Mark lane, Patent Manure Merchant High Court Pet March 12 Ord July 17
BILLING, REGINALD, Huddleston rd, Tufnell pk, Wine Merchant's Clerk High Court Pet May 26 Ord July 17
BIRCUMSHAW, HENRY, Greasley, Notts, Horse Slaughterer Nottingham Pet July 16 Ord July 16
BRITTON, R., Chalgrove rd, Hackney, Carman High Court Pet June 15 Ord July 18
BROOKES, HENRY, Birmingham, out of business Birmingham Pet June 15 Ord July 17
CHERRY, ALFRED, York, Plumber York Pet July 16 Ord July 16
CROOKES, ISAAC, Sheffield, Builder Sheffield Pet June 28 Ord July 18
CUMBERLAND, WILLIAM, Lenton, Nottingham, Grocer Nottingham Pet July 17 Ord July 17
DICKINSON, EDMUND, Millom, Cumberland, Provision Dealer Whitehaven Pet July 17 Ord July 17
ELLIS, ADAM, Dewsbury, Cattle Dealer Dewsbury Pet June 28 Ord July 18
ELSE, WILLIAM, Darley, Derbyshire, Miller Derby Pet July 18 Ord July 18
ELVIDGE, HILDRED, Stamford, Lincolnshire, Joiner Peterborough Pet July 16 Ord July 18
FEARNLEY, SAMUEL, Dewsbury, Yarn Spinner Dewsbury Pet July 10 Ord July 14
FOSTER, JOHN, Penrith, Cumberland, Painter Carlisle Pet July 16 Ord July 16
GARNE, THOMAS, Maugesbury, Gloucestershire, Auctioneer Cheltenham Pet May 17 Ord July 17
GORDON, WILLIAM, Ashley Arnewood, nr Lymington, Hampshire, Gent Southampton Pet April 17 Ord July 18
HARBOT, BENJAMIN, Belgrave, Leicestershire, out of business Leicester Pet July 17 Ord July 17
HARVEY, GEORGE CRAWFORD, Gt St Helens, Merchant High Court Pet Dec 17 Ord July 18
HICKMAN, THOMAS, Nottingham, Hosier Nottingham Pet July 9 Ord July 16
HOLMES, WILLIAM SAMUEL, Wellington, Salop, Haberdasher Madeley Pet July 14 Ord July 14
JELF, JOHN, and WILLIAM LATHAM, Birmingham, Solicitors Birmingham Pet June 2 Ord July 17
JENKINS, EVAN, Garth Maesteg, Glamorganshire, General Dealer Cardiff Pet July 17 Ord July 17
KINGSTON, ARTHUR, Willenhall, Staffordshire, Butcher Wolverhampton Pet July 13 Ord July 16
KNIGHT, DAN, and CYRIL PRICE, Blaenavon, Monmouthshire, Grocers Newport, Mon Pet July 11 Ord July 17
LAYTON, SAMUEL, Gt Yarmouth, Fish Merchant Gt Yarmouth Pet July 13 Ord July 17
LOUGHER, MOSES, Ynyshir, Glamorganshire, Grocer Pontypridd Pet July 17 Ord July 17
MANLEY, WILLIAM J., St James's Hotel, Piccadilly High Court Pet April 13 Ord July 18
MANN, EDWARD HENRY, Tunbridge Wells, of no occupation Tunbridge Wells Pet June 20 Ord July 17
MUMMERY, JOHN EDMUND, Lowestoft, Fish Merchant Gt Yarmouth Pet July 18 Ord July 18
NEAL, JOHN CARTER, Edith villas, West Kensington, Retired Furniture Dealer High Court Pet May 19 Ord July 18
OWSTON, EDWIN CHARLES, York, Organist Derby Pet July 16 Ord July 17
PITT, WALTER, and WILLIAM PITT, Gt Yarmouth, Fruiterers Gt Yarmouth Pet July 16 Ord July 16
PRITCHARD, EDWARD, Birkenhead, Painter Birkenhead Pet July 16 Ord July 16
RILEY, WILLIAM ALLEN, Lichfield, Staffordshire, Farmer Walsall Pet July 14 Ord July 17
SCOTT, JAMES, Ladbroke Grove rd, Bootmaker High Court Pet June 19 Ord July 17
SNOWDEN, JOHN THOMAS, Skipton, Yorkshire, Joiner Bradford Pet July 17 Ord July 17
TYSON, GEORGE, Egremont, Cumberland, Grocer Whitehaven Pet July 16 Ord July 17
UNSWORTH, EDWIN, Todmorden, Lancs, Grocer Burnley Pet June 9 Ord July 17
WALL, GEORGE, Liversedge, Yorks, Innkeeper Leeds Pet July 18 Ord July 18
WIBBERLEY, EDWARD, and GEORGE ELLIS, Liverpool, Paper Hangers Liverpool Pet July 7 Ord July 17
WILLIS, FREDERIC MASTERS, Luton, Beds, Straw Hat Maker Luton Pet July 5 Ord July 18
WILLIS, STEPHEN, Lechlade, Glouces, Builder Swindon Pet July 17 Ord July 17

London Gazette.—TUESDAY, July 24.

RECEIVING ORDERS.

AFFORD, CHARLES, Offord Darcy, Huntingdon, Miller Bedford Pet July 20 Ord July 20
ALLEN, JOSEPH, Leeds, Engineer Leeds Pet July 20 Ord July 20
ASHLEY, HENRY, Worksop, Nottingham, Grocer Sheffield Pet July 20 Ord July 20
AYLWARD, RICHARD, Northampton, Foreman Tailor Northampton Pet July 17 Ord July 17
BAINES, FRED, Bradford, Coal Merchant Bradford Pet July 18 Ord July 18
BARROW, WILLIAM, De Beauvoir Town, Kingsland, Cabman High Court Pet July 20 Ord July 20
BEERSFORD, THOMAS ROWORTH, Derby, Painter Derby Pet July 19 Ord July 19
BOWDEN, JAMES, Roundswell, Tawstock, Devonshire, Farmer Barnstaple Pet July 21 Ord July 21
BROAD, THOMAS BENJAMIN, Derby, Dental Surgeon Derby Pet July 20 Ord July 20
BULLOCK, WILLIAM, Batley, Yorks, Tinner Dewsbury Pet July 20 Ord July 20
BURLAND, JOHN, Oldham, Bootdealer Oldham Pet July 18 Ord July 18
BUTTON, JAMES SEWELL, Ely, Cambs, Gent Cambridge Pet July 9 Ord July 18
BUXTON, JOSEPH, jun, Walsall, Staffs, Carpenter Walsall Pet July 20 Ord July 20
CARR, RICHARD, Portsea, Hampshire, Boatswain in H.M. Navy Portsmouth Pet July 18 Ord July 18
CARTER, WILLIAM HENRY, Bradford, Coal Merchant Bradford Pet June 20 Ord July 20
CURSON, CHARLES, Modbury, Devon, Bootmaker East Stonehouse Pet July 19 Ord July 19
DYER, JAMES, Kidderminster, Licensed Victualler Kidderminster Pet July 12 Ord July 12
FIELDWICK, ELIZA MARIA, Winchester, Dealer in Fancy Goods Winchester Pet July 19 Ord July 19
FISHER, JESSE, & SON, Madeley, Salop, Chemical Manufacturers Madeley Pet July 7 Ord July 18
FRASER, JAMES, Ramsgate, Tutor Canterbury Pet July 3 Ord July 20
FREEMAN, ALFRED, Oxford, Provision Merchant Oxford Pet July 20 Ord July 20
GOODSON, RICHARD ARTHUR, Braunstone, Leicester, Farmer Leicester Pet July 19 Ord July 19
GOULDTHORPE, GEORGE WALKER, Leeds, Bookkeeper Leeds Pet July 21 Ord July 21
HARTLEY, GEORGE, Stoke upon Trent, Wine Merchant Stoke upon Trent Pet July 21 Ord July 21
HAWKINS, CATHERINE, Rugeley, Staffs, Butcher Stafford Pet July 21 Ord July 21
JONES, EDWARD, Camberwell New rd, Chemist High Court Pet July 2 Ord July 18

LAMBERT, WEST, Louth, Lincs, Slater Gt Grimsby Pet July 20 Ord July 20
LYONS, LEWIS, Mulberry Tree yd, Stepney green, Omnibus Proprietor High Court Pet July 4 Ord July 20
MACKAY, ANGUS, Bristol, Travelling Draper Bristol Pet July 19 Ord July 19
MARGRY, CHARLES FLORENTIN, Duncan terr, Islington, Feather Dyer High Court Pet July 18 Ord July 21
MARSHALL, JOHN, Corby, Lincolnshire, Cattle Dealer Nottingham Pet July 20 Ord July 20
MARTIN, JAMES WINDSOR, Cheshunt, Herts, Brickmaker Edmonton Pet June 11 Ord July 20
MAYHEW, FREDERICK, High st, Wandsworth, Draper Wandsworth Pet July 18 Ord July 18
OPPENHEIMER, ADOLPHUS, Montague pl, Russell sq. Merchant High Court Pet July 3 Ord July 20
PATCHETT, JOHN CHARLES, Sunderland, Pie Maker Sunderland Pet July 19 Ord July 19
PEEL, GEORGE, Adelaide rd, Chalk Farm, Manager High Court Pet July 19 Ord July 19
PETERS, JEFFERY, Brent Knoll, Somerset, Farmer Bridgwater Pet July 11 Ord July 20
PITTS, WILLIAM, Bradford, Grocer Bradford Pet July 19 Ord July 19
POLLARD, WILLIAM, Radford, Nottingham, Licensed Victualler Nottingham Pet July 20 Ord July 20
PORTER, ALFRED, Leicester, Confectioner Leicester Pet July 20 Ord July 20
PROWSE, T WILLIAM, Streatham hill, Surrey Wandsworth Pet May 24 Ord July 19
RAYMENT, GEORGE, Luton, Beds, Straw Hat Maker Luton Pet July 20 Ord July 20
REVELL, EDWARD, Norwich, Grocers' Assistant Norwich Pet July 19 Ord July 19
ROBERTS, H S, Dalston lane, Clerk in Holy Orders High Court Pet June 28 Ord July 19
ROSE, JOHN, Lincoln, Hay Merchant Lincoln Pet July 20 Ord July 20
ROSS, ALFRED, Liverpool, Accountant Liverpool Pet May 31 Ord July 20
SARGEANT, HERBERT, Bromley, Kent, Grocer Croydon Pet June 18 Ord July 19
SELLENTIN, ERDMAN, Leytonstone, Essex, General Dealer Birmingham Pet July 5 Ord July 18
SMITH, HENRY, Battersea pk rd, Surrey, Butcher Wandsworth Pet June 29 Ord July 19
SMITH, RICHARD JOSEPH, Leeds, Draper Leeds Pet July 10 Ord July 20
SMITH, THOMAS RAW VERNON ST PIERRE, Hanley rd, Horney rise High Court Pet June 22 Ord July 19
SMITH, WILLIAM, Darlington, Joiner Stockton on Tees and Middlesborough Pet July 18 Ord July 18
STENT, FRED, King William st, Civil Engineer High Court Pet June 13 Ord July 19
STEWART, RALPH, Margate, Visiting Tutor Canterbury Pet July 19 Ord July 19
TOWLER, MATTHEW, Armley, Leeds, Warehouseman Leeds Pet July 21 Ord July 21
TURNER, JONAS, Accrington, Lancs, Timber Merchant Blackburn Pet July 21 Ord July 21
WARD, OMER DENTRY, Upper Thames st, Builder High Court Pet June 11 Ord July 19
WEATHERHEAD, HENRY, Thirsk, Yorks, Stationer Northallerton Pet July 19 Ord July 19
WHITE, WILLIAM HENRY, Kennington, nr Ashford, Kent, no occupation Canterbury Pet July 18 Ord July 18

FIRST MEETINGS.

ARNFIELD, SQUIRE OWEN, Blackburn, Travelling Auctioneer July 31 at 4 Off Rec, Bridge st, Manchester
ATHERTON, JOHN HENRY, Wigan, Chemist Aug 2 at 11 Wigan County Court
BAINES, FRED, Bradford, Coal Merchant Aug 1 at 11 Off Rec, 31, Manor row, Bradford
BARRETT, TOBIAS, Doncaster, Innkeeper Aug 1 at 12.15 Guildhall, Doncaster
BENNISON, JOHN, Scaggiethorpe, Yorkshire, Farmer July 31 at 12 Talbot Hotel, Malton
BERESFORD, THOMAS ROWARTH, Derby, Painter Aug 1 at 12 Off Rec, St James's chmbrs, Derby
BROAD, THOMAS BENJAMIN, Derby, Dental Surgeon Aug 1 at 1 Off Rec, St Jame's chmbrs, Derby
BRUNSKILL, MATTHEW, Barrow in Furness, Grocer Aug 1 at 11 2, Paxton ter, Barrow in Furness
BUDDEN, JOHN, Bournemouth, Cab Proprietor Aug 1 at 4 Criterion Hotel, Bournemouth
BURLAND, JOHN, Oldham, Boot Dealer Aug 1 at 3 Off Rec, Priory chbrs, Union st, Oldham
BURNELL, HENRY, Minories, out of business July 31 at 12 33, Carey st, Lincoln's inn
BUTTON, JAMES SEWELL, Ely, Cambridgeshire, Gent Aug 8 at 12 Off Rec, 5, Petty Cury, Cambridge
CARTER, WILLIAM HENRY, Bradford, Coal Merchant Aug 3 at 11 Off Rec, 31, Manor row, Bradford
CHAPMAN, JOHN, Leeds, Boot Finisher Aug 1 at 12 Off Rec, 22, Park row, Leeds
CLARKE, WILLIAM, Bingham, Notts, Baker Aug 1 at 12 Off Rec, 1, High pavement, Nottingham
CLAYTON, WILLIAM, Hammersmith rd, Doctor of Medicine July 31 at 11 33, Carey st, Lincoln's inn
CLEMENCE, GEORGE, Grimsworth rd, Wandsworth rd, Provision Dealer July 31 at 2.30 33, Carey st, Lincoln's inn
CROSSE, LLEWELLYN EDWARD, Temperley rd, Balham, Painter Aug 8 at 3 109, Victoria st, Westminster
CUMBERLAND, WILLIAM, Lenton, Nottingham, Grocer July 31 at 11 Off Rec, 1, High pavement, Nottingham
DAVIDSON, JOHN, Eastbourne, Gent Aug 1 at 2.30 Coles & Carr, Seaside road, Eastbourne
DYER, JAMES, Kidderminster, Licensed Victualler July 31 at 2.30 Corbet, Solicitor, Kidderminster
ELSE, WILLIAM, Darley, Derbyshire, Miller July 31 at 2.30 Off Rec, St James' chmbrs, Derby
FAIRFAX, THOMAS, Birmingham, Draper Aug 1 at 11 25, Colmore row, Birmingham
FIELDWICK, ELIZA MARIA, Winchester, Dealer in Fancy Goods Aug 2 at 2.30 Off Rec, East st, Southampton
FISHER, JESSE, & SON, Madeley, Salop, Chemical Manufacturers Aug 1 at 1.30 County Court Office, Madeley
FURNESS, PERCY ELWYN, Colne, Lancs, Clothier's Assistant Aug 9 at 1 Court House, Burnley
GOODWIN, JOHN MORRIS, Glengall rd, Kilburn, Builder Aug 1 at 2.30 Bankruptcy buldgs, Lincoln's inn fields
GRAY, JOSEPH, Lincoln, Horse Dealer Aug 2 at 12 Off Rec, 31, Silver st, Lincoln
GROOM, WILLIAM CLARE, Lawford rd, Kentish Town, Licensed Victullar Aug 1 at 12 33, Carey st, Lincoln's inn
GROVE, ELI, Handsworth, Stafford, Grocer Aug 2 at 11 25, Colmore row, Birmingham
HALLAMORE, T. C., Old Broad st Aug 2 at 11 33, Carey st, Lincoln's inn
HARVEY, GEORGE CRAWFORD, Great St Helen's, Merchant July 31 at 12 33, Carey st, Lincoln's inn
HIBBERT, ARTHUR HENRY, Nottingham, Commission Agent's Clerk July 31 at 12 Off Rec, 1, High pavement, Nottingham
HITCHIN, HENRY, Nottingham, Lace Draughtsman July 31 at 3.30 Off Rec, 1, High pavement, Nottingham
JACKSON, JOHN, Leicester, Joiner July 31 at 3 28, Friar lane, Leicester
JONES, CHARLES HOWELL, and JOHN HUDSON, Bristol, Plumbers Aug 1 at 3.30 Inns of Court Hotel, Holborn
KINGSTON, ARTHUR, Willenhall, Stafford, Suther Aug 3 at 12 Off Rec, Wolverhampton
LANE, GEORGE FREDERICK, Salisbury, Wilts, Tailor July 31 at 3 Off Rec, Salisbury
LEVY, LEWIS, Upper East Smithfield, Clothier Aug 2 at 12 Bankruptcy bldgs, Lincoln's inn
LOOG, HERMANN, London Wall, Sewing Machine Maker July 31 at 2.30 33, Carey st, Lincoln's inn
LUXTON, JOHN, Grosvenor rd, Highbury New pk, no occupation Aug 1 at 11 33, Carey st, Lincoln's inn
MCDONALD, GEORGE, Barrow in Furness, Grocer Aug 1 at 10.30 2, Paxton ter, Barrow in Furness
MONTANINI, GEORGE, Gipsy hill, Sydenham, Tobacco Manufacturer Aug 2 at 11 Bankruptcy bldngs, Lincoln's inn
MUMMERY, JOHN EDMUND, Lowestoft, Fish Merchant Aug 2 at 2.45 Suffolk Hotel, Lowestoft
OWEN, J. G., Vernon rd, Clapham rd, no occupation Aug 3 at 12 109, Victoria st, Westminster
OWSTON, EDWIN CHARLES, York, Organist July 31 at 12 Off Rec, St James's chbrs, Derby
PETERS, JEFFERY, Brent Knoll, Somersetshire, Farmer Aug 1 at 11 George Hotel, Highbridge
PICKLES, JAMES, Colne, Lancashire, out of business July 31 at 3.30 Off Rec, Bridge st, Manchester
PITTS, WILLIAM, Bradford, Yorks, Grocer Aug 2 at 11 Off Rec, 31, Manor row, Bradford
POLL, EDWARD, Leeds, Stuff Merchant Aug 1 at 11 Off Rec, 22, Park row, Leeds
PRITCHARD, EDWARD, Birkenhead, Painter Aug 1 at 2 Off Rec, 48, Hamilton sq, Birkenhead
PRYER, WILLIAM WELBY, Clarence rd, Manor Park, Assistant Schoolmaster Aug 2 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
ROSE, JOHN, Lincoln, Hay Merchant Aug 2 at 12 Off Rec, 31, Silver st, Lincoln
SAMPSON, ROBERT, New Sleaford, Lincolnshire, Newspaper Proprietor Aug 1 at 12.30 Off Rec, 31, Silver st, Lincoln
SMITH, WILLIAM, Darlington, Joiner Aug 2 at 11 Off Rec, 8, Albert rd, Middlesborough
SPRAGUE, WILLIAM H, St Mark's grove, Fulham rd, Clerk Aug 1 at 12 33, Carey st, Lincoln's inn
STOVELL, THOMAS, Cobham, Surrey, Licensed Victualler Aug 2 at 12 109, Victoria st, Westminster
TEED, MARTHA AUGUSTA, Connaught sq, Hyde park, Widow Aug 2 at 12 33, Carey st, Lincoln's inn
THOMAS, HENRY, Carnarvon, Grocer Aug 9 at 2.30 Bankruptcy Office, Crypt chmbrs, Chester
WARD, WILLIAM GEORGE, Bawtry, Yorkshire, Tailor Aug 1 at 12.45 Guildhall, Doncaster
WEATHERHEAD, HENRY, Thirsk, Yorkshire, Stationer Aug 2 at 2.45 Depot Hotel, Thirsk Junction, Thirsk
WEBBER, GEORGE, Hove, Sussex, Builder Aug 1 at 12 Off Rec, 4, Pavilion bldgs Brighton
WHITAKER, JOSEPH, President st, Goswell rd, Paper Glazer Aug 1 at 11 33, Carey st, Lincoln's inn
WHITE, WILLIAM HENRY, Kennington, nr Ashford, Kent, no occupation July 31 at 3 Off Rec, 11, Bank st, Ashford
WILCOX, JAMES, Eton, Buckinghamshire, Cowkeeper Aug 4 at 11.30 Herbert & Sons, 95, Peascod st, Windsor
WILLIS, STEPHEN, Lechlade, Gloucestershire, Builder July 31 at 11.30 Henry C Tombs, 32, High st, Swindon
WOOD, BENJAMIN THOMAS, and JOHN WILLIAM DIXON, Richmond rd, Hackney, Builders July 31 at 11 Bankruptcy bldgs, Lincoln's inn

ADJUDICATIONS.

ADSETT, THOMAS, Guildford, Surrey, Gunmaker Guildford Pet June 19 Ord July 21
AFFORD, CHARLES, Offord Darcy, Huntingdonshire, Miller Bedford Pet July 20 Ord July 21
ALLEN, JOSEPH, Leeds, Engineer Leeds Pet July 20 Ord July 20
ANDREOLI, EMILE, Loughborough park, Surrey, Gent High Court Pet Mar 28 Ord July 20
AYLWARD, RICHARD, Northampton, Foreman Tailor Northampton Pet July 17 Ord July 17
BAINES, FRED, Bradford, Coal Merchant Bradford Pet July 18 Ord July 20
BEANLAND, JOHN EDWARD, Bradford, Builder Bradford Pet June 29 Ord July 20
BENNISON, JOHN, Scaggiethorpe, Yorkshire, Farmer Scarborough Pet July 3 Ord July 21
BERESFORD, THOMAS ROWORTH, Derby, Painter Derby Pet July 19 Ord July 19
BROAD, THOMAS BENJAMIN, Derby, Dental Surgeon, Derby Pet July 20 Ord July 20
BURLAND, JOHN, Oldham, Boot Dealer Oldham Pet July 18 Ord July 18
BUTTON, JAMES SEWELL, Ely, Cambridge, Gent Cambridge Pet July 9 Ord July 20
BUXTON, JOHN, jun, Walsall, Carpenter Walsall Pet July 20 Ord July 20
CARR, RICHARD, Portsea, Hampshire, Boatswain in H.M.'s Navy Portsmouth Pet July 18 Ord July 18
CARTER, WILLIAM HENRY, Bradford, Coal Merchant Bradford Pet July 20 Ord July 20
CLARKE, WILLIAM, Bingham, Nottinghamshire, Baker Nottingham Pet July 18 Ord July 19
DYER, JAMES, Kidderminster, Licensed Victualler Kidderminster Pet July 12 Ord July 12
GOODALE, EDWARD JARVIS, Siston rd, Clapham, Agent Wandsworth Pet May 2 Ord July 19
GOODSON, RICHARD ARTHUR, Braunstone, Leicestershire, Farmer Leicester Pet July 19 Ord July 19
GOULDTHORPE, GEORGE WALKER, Leeds, Book Keeper Leeds Pet July 21 Ord July 21

HARVEY, GEORGE C., Anerley, Surrey, Commission Agent Croydon Pet May 1 Ord July 19
HARTLEY, GEORGE, Stoke upon Trent, Wine Merchant Stoke upon Trent Pet July 21 Ord July 21
HAWKINS, CATHERINE, Rugeley, Staffordshire, Butcher Stafford Pet July 21 Ord July 21
HENRY, JOSEPH, Nottingham, General Dealer Nottingham Pet July 13 Ord July 19
HIBBERT, ARTHUR HENRY, Nottingham, Clerk Nottingham Pet July 17 Ord July 20
HICKS, RIVERS, Savage gardens, Tower hill, Merchant High Court Pet June 29 Ord July 20
HITCHIN, HENRY, Nottingham, Lace Draughtsman Nottingham Pet July 17 Ord July 20
IVENS, ALFRED THOMAS, Henley on Thames, Solicitor Reading Pet June 25 Ord July 18
JONES, CHARLES HOWELL, and JOHN HUDSON, Bristol, Plumbers Bristol Pet July 17 Ord July 19
JONES, JOHN HERBERT, Rhayader, Radnorshire, Draper Newtown Pet July 2 Ord July 18
KNIGHT, WILLIAM, Oldbury, Worcestershire, Glassmaker Oldbury Pet June 18 Ord July 19
LAMBERT, WEST, Louth, Lincs, Slater Gt Grimsby Pet July 18 Ord July 20
LOWE, JOHN, Birmingham, Merchant Birmingham Pet June 14 Ord July 20
MACKAY, ANGUS, Bristol, Travelling Draper Bristol Pet July 19 Ord July 21
MARSHALL, JOHN, Corby, Lincolnshire, Cattle Dealer Nottingham Pet July 20 Ord July 20
PITTS, WILLIAM, Bradford, Grocer Bradford Pet July 19 Ord July 19
PRYER, WILLIAM WELBY, Clarence rd, Manor pk, Essex, Assistant Schoolmaster High Court Pet July 4 Ord July 20
RAYMENT, GEORGE, Luton, Bedfordshire, Straw Hat Manufacturer Luton Pet July 20 Ord July 20
REVELL, EDWARD, Norwich, Grocer's Assistant Norwich Pet July 19 Ord July 19
ROSE, JOHN, Lincoln, Hay Merchant Lincoln Pet July 20 Ord July 20
SERGEANT, HARRY, Wetherby, Yorkshire, Auctioneer York Pet July 2 Ord July 19
SHIRLEY, JOHN, Windmill, nr Eyam, Derbyshire, Farmer Derby Pet May 31 Ord July 20
SMITH, WILLIAM, Darlington, Joiner Stockton on Tees and Middlesborough Pet July 18 Ord July 18
SPRAGUE, WILLIAM H., St Mark's grove, Fulham rd, Clerk High Court Pet Jan 12 Ord July 19
STEPAN, CHARLES HENRY, Sutton, Surrey, Commercial Clerk Croydon Pet June 12 Ord July 19
STEWART, RALPH, Margate, Visiting Tutor Canterbury Pet July 17 Ord July 19
TOWLER, MATTHEW, Leeds, Warehouseman Leeds Pet July 21 Ord July 21
WAGNER, FREDERICK, Pontefract, Butcher Wakefield Pet July 11 Ord July 18
WAIN, JOSEPH, Prague st, Brixton Hill, Contractor Wandsworth Pet June 29 Ord July 19
WEATHERHEAD, HENRY, Thirsk, Yorks, Stationer Northallerton Pet July 19 Ord July 19
WEBBER, GEORGE, Hove, Sussex, Builder Brighton Ord July 21
WHITFIELD, THOMAS FRANCIS, Brighton, Publican Brighton Pet July 12 Ord July 21
WILSON, HENRY, Church terr, Battersea, Contractor Wandsworth Pet June 29 Ord July 19

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